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No. 32] NEW DELHI, SATURDAY, AUGUST 7, 1954

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 31st July 1954 :—

Issue No.	No. and date	Issued by	Subject
163	S.R.O. 2459, dated the 23rd July 1954.	Election Commission, India.	Appointment of a Tribunal for the trial of an election petition jointly presented by Shri Jageshwar Prasad Pandey and Shri Muni Prasad Shukla.
164	S.R.O. 2460, dated the 28th July 1954.	Ministry of Law .	Amendments made to the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1951.
165	S.R.O. 2460-A, dated the 27th July 1954.	Ministry of Commerce and Industry.	Appointment of a Sub-committee to examine the application received for licence to establish new sugar factories or expansion of existing sugar factories.
166	S.R.O. 2461, dated the 28th July 1954.	Ministry of Communications.	The Central Government constitutes a Tribunal in exercise of the powers conferred by the Air Corporations Act, 1953.
	S.R.O. 2462, dated the 29th July 1954.	Ditto . .	The Indian Airlines Corporation (Authentication of Orders and Instruments) Regulations, 1954.
	S.R.O. 2463, dated the 29th July 1954.	Ditto . .	The Indian Airlines Corporation (Conduct of Business) Regulations, 1954.
	S.R.O. 2464, dated the 29th July 1954.	Ditto . .	The Indian Airlines Disposal of Unclaimed Goods Regulations, 1954.

Issue No.	No. and date	Issued by	Subject
167	S.R.O. 2519, dated the 29th July 1954.	Ministry of Finance (Revenue Division).	Amendment made in the Notification No. 38-Customs, dated the 16th March 1952.
	S.R.O. 2520, dated the 29th July 1954.	Ministry of Commerce and Industry.	Amendment made in the Second Schedule to the Indian Tariff Act, 1934.
168	S.R.O. 2521, dated the 30th July 1954.	Ministry of Finance (Revenue Division).	Amendments made in the Notification No. 10-Central Excises, dated the 5th April 1949.
169	S.R.O. 2522, dated the 30th July 1954.	Ministry of Commerce and Industry.	Application of section 15 of the Forward Contracts (Regulation) Act, 1952 to Indian Cotton in the whole of India except the State of Jammu and Kashmir.
170	S.R.O. 2523, dated the 10th June 1954.	Ministry of Irrigation and Power.	Indian Electricity Rules (Draft).
171	S.R.O. 2524, dated the 31st July 1954.	Ministry of Finance (Revenue Division).	Exemption of such of the works of art imported into India as are intended for exhibition from the whole of Customs duties.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF HOME AFFAIRS

New Delhi, the 31st July 1954

S.R.O. 2532.—In exercise of the powers conferred by sections 4 and 17 of the Indian Arms Act, 1878 (XI of 1878), the Central Government hereby directs that the following further amendments shall be made in the Indian Arms Rules, 1951, namely:—

In the said Rules—

1. In rule 31—

(a) in clause (aa) of sub-rule (1), for the expression "by the District Magistrate for D.B.B.L. guns, S.B.B.L. guns and other similar smaller arms excluding revolvers and pistols; by the Government of the State concerned, for revolvers, pistols and all other weapons", the expression "by the District Magistrate, for arms excluding revolvers and pistols; by the Government of the State concerned for revolvers and pistols" shall be substituted;

(b) in sub-rule (2)—

(i) in clause (a), for the expression "clauses (a) and (b)", the expression "clauses (a), (aa) and (b)" shall be substituted;

(ii) clauses (b) and (c) shall be omitted.

2. In sub-rule (3) of rule 40, for the expression "by an authority specially empowered by the Government of the State concerned", the expression "by a District Magistrate, if the licence is for arms other than revolvers or pistols, and by the Government of the State concerned, if the licence is for revolvers or pistols" shall be substituted.

[No. 9/67/53-Police (I).]

S.R.O. 2533.—In exercise of the powers conferred by section 17 of the Indian Arms Act, 1878 (XI of 1878), the Central Government hereby directs that the following further amendments shall be made in the Indian Arms Rules, 1951, namely—

In sub-rule (1) of rule 41 of the said Rules—

(1) for the words "may appeal", the words "may, within thirty days of the date of the passing of the order of refusal, appeal" shall be substituted;

(2) after the words "authority so refusing", the following proviso shall be inserted, namely:—

"Provided further that the official superior aforesaid may admit an appeal after the expiry of the said period of thirty days, if sufficient cause is shown for not preferring the appeal within the said period."

(3) for the words "State of Madras", the words "States of Madras and Orissa" shall be substituted.

[No. 9/36/53-Police (I).]

N. SAHGAL, Dy. Secy.

New Delhi, the 2nd August 1954

S.R.O. 2534.—The following Orders made by the President are published for general information:—

ORDER

In pursuance of clause 3 of Article 77 of the Constitution of India, I, Rajendra Prasad, President of India, make the following Order:—

- (1) A separate department of the Government of India, to be called the Department of Atomic Energy, shall be created with effect from the 3rd August, 1954.
- (2) All business of the Government of India relating to Atomic Energy and to the functions of the Central Government under the Atomic Energy Act, 1948 (XXIX of 1948), hitherto transacted in the Ministry of Natural Resources and Scientific Research shall be transacted in the said Department of Atomic Energy.
- (3) The Department of Atomic Energy shall be allocated to the charge of the Prime Minister.

RAJENDRA PRASAD, *President.*

[No. 34/6/54-I-Public.]

A. V. PAI, Secy.

MINISTRY OF STATES

New Delhi, the 2nd August 1954

S.R.O. 2535.—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify

Shrimati Rani Saheb Usharaje,

a member of the family of the Ruler of Jath for the purposes of that entry.

[No. 93-D.]

S.R.O. 2536.—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify

1. Shrimant S. Saraswatibai Patwardhan and
2. Yuvraj Shrimant Vinayakrao *alias* Bhayyasaheb Chitamanrao Patwardhan,

members of the family of the Ruler of Miraj (Junior) for the purposes of that entry.

[No. 94-D.]

S. K. AYANGAR, Under Secy.

ORDERS

New Delhi, the 3rd August 1954

S.R.O. 2537.—In pursuance of clause (22) of Article 366 of the Constitution of India the President is hereby pleased to recognise His Highness Maharana Shri Pratapsinhji as the Ruler of Wankaner with effect from the 28th June 1954 in succession to His late Highness Maharana Shri Sir Amarsinhji Banesinhji, K.C.S.I., K.C.I.E.

[No. F.6/16/54-PB.]

New Delhi, the 4th August 1954

S.R.O. 2538.—In pursuance of clause (22) of Article 366 of the Constitution of India the President is hereby pleased to recognise Nawab Abdul Rashid Khan as the Ruler of Savanur with effect from the 30th May 1954 in succession to the late Major Nawab Abdul Majid Khan, Diler Jang Bahadur, C.B.E.

[No. F.15/39/54-PB.]

C. S. VENKATACHAR, Secy.

RESERVE BANK OF INDIA

(Central Office, Bombay)

Bombay, the 12th July 1954

S.R.O. 2539.—In pursuance of sub-section (2) of Section 8 of the Foreign Exchange Regulation Act, 1947 (VII of 1947), the Reserve Bank hereby directs that the following amendment shall be made in its notification No. F.E.R.A.105/51.-R.B. (S.R.O. No. 263), dated the 27th February, 1951, namely:—

In clause (5) of the said notification for the word "currency" the words "foreign currency" shall be substituted.

[No. F.E.R.A.127/54-RB.]

B. RAMA RAU, Governor.

MINISTRY OF FINANCE (REVENUE DIVISION)

CENTRAL EXCISES

New Delhi, the 3rd August 1954

S.R.O. 2540.—In exercise of the powers conferred by Section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following amendment shall be made in the Northern India Salt Rules, 1931,

published with the Notification, Salt of the Government of India in the late Finance Department (Central Revenues) No. 41, dated the 7th November 1931, namely:—

In clause (a) of rule 2 of the said rules after the words "Salt Range Division" the words "and Mandi Salt Mines" shall be inserted.

[No. 34.]

M. P. ALEXANDER, Under Secy.

ORDERS

STAMPS

S.R.O. 2541.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (II of 1899), the Central Government hereby remits the whole of the stamp duty chargeable under the said Act on the lease deed dated the 9th September 1952, executed in favour of the Chinese Embassy in India in respect of the premises known as No. 2 Bhagwandas Road, New Delhi.

[No. 7.]

S.R.O. 2542.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (II of 1899), the Central Government hereby directs that the amounts of duties payable by the Associated Cement Companies, Limited, Bombay, in the case of the issue of the marketable securities specified in the item mentioned below shall be consolidated into the sum shown against the same:

Share certificates bearing Nos.	Rs. 10,875-0-0
B-1 to B-58000 (both inclusive).	(Rupees ten thousand eight hundred and seventy five only).

[No. 12.]

M. G. MATHUR, Under Secy.

CENTRAL BOARD OF REVENUE

CUSTOMS

New Delhi, the 2nd August 1954

S.R.O. 2543.—In exercise of the powers conferred by clause (a) of section 11 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby declares that Albert Victor situated in the district of Gohilwad in the State of Saurashtra shall be a port for the shipment and landing of goods.

[No. 79.]

S.R.O. 2544.—In exercise of the powers conferred by section 12 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby directs that the following amendment shall be made in its notification S.R.O. 536-Customs dated the 9th September, 1950, namely:—

In the Schedule to the said notification, under the heading "Saurashtra State", the entry "Gohilwad" under the column headed "Name of District" and the entry "Albert Victor (with its sub-port Bherai)" under the column headed "Name of Port" shall be omitted.

[No. 81.]

S.R.O. 2545.—In exercise of the powers conferred by clauses (b) and (c) of section 11 and section 53 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby directs that

the following amendments shall be made in its notification No. 117-Customs, dated the 9th September 1950, namely:—

In the Schedule to the said notification after the entries relating to the Port of Bhavnagar in the State of Saurashtra the following entries shall be insert namely:—

Name of Port	Limits under section 11(b) of the Sea Customs Act, 1878	Wharves prescribed under section 11 (c) of the Sea Customs Act, 1878	Place appointed for delivery of manifest under section 53 of the Sea Customs Act.
1	2	3	4
"Albert Victor"	The limits of port Albert Victor shall extend to 50 yds. above high water mark over the navigable channel of Devrapura Creek and Motapet Creek and the area seaward bounded by latitude 20/-53/ North Longitude 710/34/ East.	(1) Wooden jetty and landing places on any side of the Wharf at port Victor. (2) Wooden jetty and landing places on any side of the Wharf at Bherai of Port Department (Saurashtra). (3) Wooden jetty and landing places on any side of Wharf at Bherai, belonging to Junagadh Salt & Allied Chemical Works at Bherai.	Anchorage for Steamers."

[No. 80.]

W. SALDANHA, Secy.

ESTATE DUTY

New Delhi, the 3rd August 1954

S.R.O. 2546.—The following draft of an amendment which the Central Board of Revenue propose to make to the Estate Duty Rules, 1953 in exercise of the powers conferred by sub-section (1) of section 85 of the Estate Duty Act, 1953 (34 of 1953) is published as required by sub-section (1) of section 85 of the said Act, for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after the 22nd September 1954.

2. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the said Board.

Draft Amendment

In rule 19, after sub-rule (2), the following shall be added, namely:—

"(3) Interest at the rate of 2 per cent. per annum shall be allowed on the deposits made for the purposes of payment of estate duty under clause (g) of sub-section (1) of section 33 of the Act."

[No. 14.]

R. K. DAS, Secy.

INCOME-TAX

New Delhi, the 7th August 1954

S.R.O. 2547.—In exercise of the powers conferred by sub-section (1) of section 59 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue hereby directs that the following further amendments shall be made in the Indian

Income-tax Rules, 1922, the same having been previously published as required by sub-section (4) of the said section, namely:—

In the forms appended to rule 19 of the said Rules—

- (1) in form "A", in item (i) of the cage at the bottom of the statement in PART VI—"INCOME FROM PROPERTY", for the expression "31st March, 1952", the expression "31st March 1954" shall be substituted;
- (2) in form "B", in item (ii) of the cage at the bottom of the statement in "PART IV—INCOME FROM PROPERTY", for the expression "31st March, 1952", the expression "31st March, 1954" shall be substituted.

[No. 46.]

K. B. DEB, Under Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 29th July 1954

S.R.O. 2548.—In pursuance of Rule 9 of the Development Council (Procedural) Rules, 1952, the Central Government hereby appoints Shri A. Zaman, I.C.S., Joint Secretary to the Government of India, Ministry of Food and Agriculture, and Mr. G. N. Neol Tod, C/o Messrs Parry & Co. Ltd., Madras, as substitutes to take the places of Shri P. A. Gopal Krishan, I.C.S., Joint Secretary to the Government of India, Ministry of Food & Agriculture, and Mr. P. Hadfield C/o M/s Parry and Co., Ltd., Madras, respectively, for the first meeting of the Development Council established under the order of the Government of India in the Ministry of Commerce and Industry S.R.O. No. 892 dated the 12th March, 1954, for the scheduled industry engaged in the manufacture and production of sugar.

[No. 5(7) IA(G)/54.]

B. B. SAKSENA, Dy. Secy.

CORRIGENDUM

New Delhi, the 28th July 1954

S.R.O. 2549.—In the Notification of the Government of India in the Ministry of Commerce and Industry, No. 42-Cot. Ind. (A) (9)/53 dated the 8th July 1954, the letters 'M.L.A.' occurring against number 28, may be deleted.

[No. 42-Cot. Ind. (A) (9)/53.]

M. R. MENON, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Agriculture)

CORRIGENDUM

New Delhi, the 29th July 1954

S.R.O. 2550.—In the Ministry of Food and Agriculture Notification No. F.5-84/53-Dte.II, dated 10th June 1954 regarding Wool Grading & Marking Rules, 1953, published as S.R.O. 1968, on pages 1588 to 1590 of Part II—Section 3 of the *Gazette of India*

(1) The word "of" occurring between the words 'bale' and 'package' in the second line of Rule No. 4 entitled, "Grade designation mark", should be substituted by "or".

(2) The word "Central Characteristics" occurring in column 5 of the Schedule No. 1 should be read as "General Characteristics".

(3) (a) The words "matters" and "unavoidable" occurring below column 5 entitled "General Characteristics" in Schedule I should be amended to read as "matter" and "unavoidables" respectively.

(b) Two commas (,) after the words "thorns" and "sticks" in column 5 should be inserted to read as "All grades shall be free from burrs, thorns, sticks, ginned wool, limited wool, fibres other than wool and other extraneous matter except a few unavoidables."

(4) The figure "72%" occurring below column II "Yield percentage of ginned wool" in Schedule II should be read as "72½%".

(5) The last two words "Ginned Woo" occurring in the foot note to the Schedule No. II should be read as "Ginned Wool".

[No. F.5-84/53-Dte.II.]

K. C. CHETTY, Under Secy.

ORDERS

New Delhi, the 3rd August 1954

S.R.O. 2551.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government hereby directs that the following amendment shall be made in the Rice (Removal of Control) Order, 1954:—

In clause 3 and sub clause (b) of clause 5 of the said Order, the word "production" shall be omitted.

[No. PYII-656(36)/54.]

S. N. BHALLA, Dy. Secy.

New Delhi, the 5th August 1954

S.R.O. 2552.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government hereby directs that the following amendments shall be made in the Food-grains (Licensing and Procurement) Order, 1952, namely:—

- (a) in the first and second provisos to sub-clause (2) of clause 3 of the said Order after the word "exempt" the words "for reasons to be recorded in writing" shall be inserted;
- (b) in the second proviso to sub-clause (2) of clause 3 of the said Order after the words "a dealer" the words "or any class of persons other than a class of dealers" shall be inserted.

[No. PYII-654(3)/54.]

S. N. BHALLA, Dy. Secy.

MINISTRY OF COMMUNICATIONS

New Delhi, the 30th July 1954

S.R.O. 2553.—The following draft of a further amendment in the Indian Aircraft Rules, 1937, which it is proposed to make in exercise of the powers conferred by section 5 of the Indian Aircraft Act, 1934 (XXII of 1934), is published, as required by section 14 of the said Act, for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 1st November 1954. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft amendment

In sub-rule (1) of rule 3 of the said Rules for the definitions of "Air transport service" and "Scheduled air transport service", the following definitions shall respectively be substituted, namely:—

"Air transport service" means a service for the transport by air of persons, mails or any other thing, animate or inanimate, for any kind of remuneration whatsoever, whether such service consists of a single flight or a series of flights.

"Scheduled air transport service" means an air transport service undertaken between the same two or more places and operated according to a published time table or with flights so regular or frequent that they constitute a recognisably systematic series, each flight being open to use by members of the public.

[No. 10-A/42-54.]

K. V. VENKATACHALAM, Dy. Secy.

MINISTRY OF TRANSPORT

(Transport Wing)

New Delhi, the 3rd August 1954

S.R.O. 2554.—In exercise of powers conferred by section 54 of the Delhi Road Transport Authority Act, 1950 (XIII of 1950), the Central Government hereby makes the following rules, namely:—

1. *Short title and commencement.*—(1) These rules may be called the Delhi Road Transport Authority (Contravention of Regulations) Penalty Rules, 1954.

(2) They shall come into force at once.

2. *Definitions.*—(1) In these rules, unless the context otherwise requires,—

- (a) "the Act" means the Delhi Road Transport Authority Act, 1950 (XIII of 1950);
- (b) "regulations" means regulations framed by the Authority under section 53;
- (c) "section" means a section of the Act.

(2) All other expressions have the meanings respectively assigned to them in the Regulations.

3. *Penalty*.—Any person who commits a breach of any of the provisions of the Delhi Road Transport Authority (Carriage of Passenger) Regulations, 1954, shall be punishable with imprisonment which may extend to three months or with fine which may extend to five hundred rupees or with both.

[No. 18-TAG(10)/53.]

C. PARTHASARATHY, Dy. Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY
(Central Boilers Board)

New Delhi, the 22nd January 1954

S.R.O. 2555.—In exercise of the powers conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), the Central Boilers Board directs that the following amendments shall be made in the Indian Boiler Regulations, 1950, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

In clause (d) of regulation 316 of the said Regulations, after the words “steam in”, the following words shall be inserted, namely:—

“where combined stop and insulating valves are not fitted”.

[No. BL-304(21)/52.]

M. N. KALE, Secy.

REGISTRAR JOINT STOCK COMPANIES
NOTICES

Shillong, the 14th July 1954

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of the Assam Jute Manufacturing Co. Ltd.

S.R.O. 2556.—Notice is hereby given that the name of the Assam Jute Manufacturing Co. Ltd., of Karimganj, has this day been struck off the Register and that the Company is dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of the South Bank Motor Transport Co. Ltd. of Gauhati, Assam.

S.R.O. 2557.—Notice is hereby given that the name of the South Bank Motor Transport Co. Ltd., of Gauhati, has this day been struck off the Register and that the Company is dissolved.

N. N. CHAKRAVARTY,

Registrar of Companies, Assam.

Visakhapatnam, the 21st July 1954

NOTICE PURSUANT TO SECTION 247(3)

the matter of the Indian Companies Act, 1913 and the Parvathipuram Dayalbagh Stores Limited.

S.R.O. 2558.—Whereas the Managing Director of the Parvatipuram Dayalbagh Stores Limited has stated that the Stores is not carrying on any business;

And whereas it appears accordingly that the Parvathipuram Dayalbagh Stores Limited is not carrying on business or is not in operation.

Notice is hereby given, pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of the notice, the name of the said company will be struck off the Register and the said company will be dissolved.

[No. K-116.]

A. SATYANARAYANA PATNAIK,

District Registrar of Joint Stock Companies, Visakhapatnam.

Anantapur, the 23rd July 1954

NOTICE PURSUANT TO SEC. 247(3)

In the matter of the Indian Companies Act, 1913 and The Jai Hind Hotels Limited.

S.R.O. 2559.—Whereas communication addressed to the Jai Hind Hotels Limited, at its registered Office either remain unanswered or are returned undelivered by the Post Office.

Whereas there appears no trace of the Company now at its registered Office.

And whereas it appears accordingly that the Jai Hind Hotels Limited, is not carrying on business or is not in operation;

Notice is hereby given, pursuant to Section 247(3) of the Indian Companies Act, 1913, that, unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said Company will be struck off the Register, and the said Company will be dissolved.

K. RAGHAVA RAO,

Asst. Registrar of Joint Stock Companies, Anantapur District.

Delhi, the 24th May 1954

NOTICE UNDER SEC. 247(4) OF THE INDIAN COMPANIES ACT, 1913.

In the matter of Midas Ltd.

S.R.O. 2560.—Whereas Midas Ltd. is being wound up and it is believed that either no Liquidator is acting or the affairs of the company have fully wound up. It is hereby notified that at the expiration of three months from the date hereof, the name of the company will unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C 322/J.S.C.]

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Melodius Films Ltd.

S.R.O. 2561.—Whereas there is reasonable cause to believe that the company named M/s. Melodious Films Ltd. is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1811/J.S.C.]

Delhi, the 27th July 1954

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Kitabi Dunya Ltd.

S.R.O. 2562.—Whereas there is reasonable cause to believe that the company named M/s. Kitabi Dunya Ltd., is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1100/J.S.C.]

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Sunlight Wood Works Ltd.

S.R.O. 2563.—Whereas there is reasonable cause to believe that the company named M/s. Sunlight Wood Works Ltd., is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1277/J.S.C.]

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913

In the matter of M/s. Mayoora Chitra Ltd.

S.R.O. 2564.—Whereas there is reasonable cause to believe that the company named M/s. Mayoora Chitra Ltd. is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1681/J.S.C.]

Delhi the 30th July 1954

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913

In the matter of Bharat Pencil Co. Ltd.

S.R.O. 2565.—Whereas there is reasonable cause to believe that the company named Bharat Pencil Co. Ltd. is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C702/J.S.C.]

N. D. BHATIA,

Asstt. Registrar, Joint Stock Companies, Delhi.

Ajmer, the 29th July 1954

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT, 1913

S.R.O. 2566.—Whereas a communication has been received in this office on 19th July 1954 from the Managing Director, the India Match Company Limited, Ajmer that the said Company is not carrying on business, the notice is hereby given under section 247(3) of the Indian Companies Act, 1913 that at the expiration of three months from the date of this notice the name of the above mentioned company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

[No. A.906-907/XXI-a-159.]

D. D. UPADHAYA,

Registrar, Joint Stock Companies, Ajmer.

Lucknow, the 26th July 1954

S.R.O. 2567.—In compliance with the provisions of Clause (5) of Section 247 of the Indian Companies Act, VII of 1913, notice is hereby given that in pursuance of clause (3) of the aforesaid section the name of Indian Electronic & Electrical Appliances Limited has, after the expiration of three months from the date of the notice, dated 3rd March, 1954, published in the Government of India Gazette of 20th March, 1954, been struck off the registers of companies kept in my office.

S. B. BANERJI,

Registrar, Joint Stock Companies, U.P., Lucknow.

Trivandrum, the 26th July 1954

In the matter of Indian Companies Act VII of 1913, and in the matter of the Anantha Company Ltd., Trivandrum.

S.R.O. 2568.—Whereas information has been received that the above mentioned company is not carrying on any business or is in operation it is hereby notified under sub-section 3 of Section 247 of the Indian Companies Act, VII of 1913, that at the expiration of three months from the date of this notice the name of the company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

P. J. VERGHESE,

Registrar of Joint Stock Companies, Trivandrum.

Madras, the 26th July 1954

In the matter of Indian Companies Act, 1913 and in the matter of The Australasian Trading Co. (India) Ltd.

S.R.O. 2569.—Whereas the liquidator of the above company in reply to this office letter K.1662/54, dated 18th June, 1954 demanding the returns required to be filed under section 182 of the Indian Companies Act, 1913, has stated in his letter dated 10th July, 1954 that the directors of the company left it with only unrealisable book debts and that the company has no funds to buy even stamp paper for the affidavit and requested to remove the name of the company from the register.

The undersigned hereby gives notice pursuant to section 247(4) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be struck off the register and the company will be dissolved.

V. V. RANGANATHAN,

Asstt. Registrar of Joint Stock Companies, Madras.

Erode, the 27th July 1954

NOTICE PURSUANT TO SECTION 172(2)

In the matter of the Indian Companies Act 1913 and Nilgiris Canning Co. Ltd.

S.R.O. 2570.—It is hereby notified that the High Court of Madras has by an order dated the fifteenth day of February 1954 directed that the Nilgiris Canning Company Limited be wound up by the said court under the provisions of the Indian Companies Act 1913.

[No. 241-K.]

S. RAMAMIRTHAM,

Asstt. Registrar of Joint Stock Companies, Erode.

Cuddalore, the 26th July 1954

NOTICE PURSUANT TO SEC. 247(5)

In the matter of the Indian Companies Act, 1913, and The Renu Industries (Madras) Ltd.

S.R.O. 2571.—Whereas the Managing Director of the Company had reported on 20th December 1953 that the Company had ceased to function and that there were no assets or liabilities and that the name of the Company might be struck off the Register;

And whereas communications addressed to the company at its Registered Office remain unanswered;

And whereas a notice No. 24/2/K dated 5th April 1954 published in the *Gazette of India*, Part II, Section III dated 24th April 1954 as S.R.O. 1313 on page 867 pursuant to Section 247(3) of the Indian Companies Act, 1913, to the effect, unless causes were shown to the contrary before the expiration of THREE MONTHS from the date of that notice, the name of the said company would be STRUCK OFF THE REGISTER and the said company would be DISSOLVED;

And whereas the said Company has not shown such cause within the time allowed which expired on the 23rd July 1954;

Therefore the name of the Company has under Section 247(5) of the Act been struck off the register.

Cuddalore, the 31st July 1954

DESTRUCTION OF RECORDS

S.R.O. 2572.—Notice is hereby given that pursuant to the rules framed under the Destruction of Records Act, 1917 (Act V of 1917), the documents and correspondence relating to the undermentioned Company registered under the Indian Companies Act, 1913 (Act VII of 1913), which was dissolved five years previous to the date of publication of this notice [G.O. No. 1785-Home (Judicial), dated 22nd July 1920] will be destroyed AFTER THREE MONTHS, from the date of publication of this notice.

- | | |
|---|---|
| 1. Number and name of the Company, the records and documents of which are proposed for destruction. | 6 of 1947/48—The Tamil Nadu Mutual Trust Fund Limited (Private). |
| 2. Act under which Registered. | Act VII of 1913. |
| 3. Objects of the Company. | (i) Banking loan and insurance.
(iv) Nidhis and Chit Associations. |
| 4. Situation of Registered Office last recorded. | 190, Bazaar Street, Villupuram. |
| 5. Last Managing Agent. | R. M. V. R. Namasivayam, Kumara Koll Street, Cuddalore, O.T. |
| 6. Date of dissolution. | 1-3-1949. |

[No. 189-K.]

P. K. BALASUBRAHMANYA MUDALIYAR,

Asstt. Registrar, Joint Stock Companies, Cuddalore District.

MINISTRY OF LABOUR

New Delhi, the 28th July 1954

S.R.O. 2573.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Mines Act, 1952 (XXXV of 1952), the Central Government hereby appoints the following persons in the Department of Mines to be Inspectors of Mines, subordinate to the Chief Inspector of Mines:—

- (1) Shri M. S. Kahlon, Junior Inspector of Mines.
- (2) Shri B. N. Mukerjee, Junior Inspector of Mines.

[No. M-48(2)/54.]

New Delhi, the 2nd August 1954

S.R.O. 2574.—In exercise of the powers conferred by section 3(b) of the Minimum Wages Act, 1948 (XI of 1948), the Central Government hereby makes the following further amendment in the Minimum Wages (Central) Rules, 1950, the same having been previously published as required by the said section, namely:—

For sub-rule (5) of rule 21 of the said Rules, the following sub-rule shall be substituted, namely:—

- “(5) The amount of fine imposed under sub-rule (3) shall be utilised only for such purposes beneficial to the employees as are approved by the Central Government.”

[No. LWI.68(7)/54.]

New Delhi, the 3rd August 1954

S.R.O. 2575.—In exercise of the powers conferred by Section 4 of the Mica Mines Labour Welfare Fund Act, 1946 (XXII of 1946), read with sub-rule (1) of rule 3 of the Mica Mines Labour Welfare Fund Rules, 1948, and in supersession of the notification of the Government of India in the Ministry of Labour, No. S.R.O. 748, dated the 11th May 1951, as amended from time to time, the Central Government hereby constitutes the Advisory Committee for the State of Bihar consisting of the following members, namely:—

- (1) Shri Shiva Prasad Singh, Welfare Commissioner, *Chairman*.
 - (2) Shri P. C. Bhagat, Mica Controller, Bihar, *Vice Chairman*.
 - (3) Shri B. P. Singh, Commissioner of Labour, Bihar.
 - (4) Shri Sukhlal Singh, Member, Bihar Legislative Assembly.
 - (5) Shri R. G. Agarwala
 - (6) Shri D. B. Sahana
 - (7) Shri R. P. Pande
 - (8) Shri Yash Raj Singh
 - (9) Shri Surya Narayan Sinha
 - (10) Shri Ajodhya Prasad
 - (11) Shrimati Radhika Devi, Woman representative.
- To represent the Mica Mine owners
of Bihar.
- To represent the workmen employed
in the mica mines of Bihar.

[No. M-23(5)54.]

S.R.O. 2576.—In exercise of the powers conferred by section 7 of the Minimum Wages Act, 1948 (XI of 1948), the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Labour, No. S.R.O. 2088, dated the 21st June 1954, namely:—

In the said notification, under the heading "(2) Representatives of employers", for entry 5, the following entry shall be substituted, namely:—

"5. Shri R. E. de Sa, Joint Director, Civil Engineering, Railway Board, New Delhi."

[No. LWI-2(26)/54.]

A. P. VEERA RAGHAVAN, Under Secy.

New Delhi, the 28th July 1954

S.R.O. 2577.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi, in the matter of applications under section 33A of the said Act.

BEFORE SHRI RAM KANWAR, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

ADJUDICATION

In the matter of an Industrial Dispute

BETWEEN

The employers in relation to Bharat Fire and General Insurance Ltd.,
New Delhi and their workmen.

APPLICATIONS

Under section 33-A of Industrial Disputes Act, 1947.

PRESENT

1. Shri Madan Mohan with
2. Shri Y. Kumar, Advocate—*For the workmen*.
3. Shri Ram Kirti Saran, with
4. Shri Ram Kumar, Advocate—*For the company*.

AWARD

This award shall be read in continuation of my order dated 4th June, 1954, copy of which is attached herewith as appendix, 'A'.

2. The disputes covered by applications under section 33A made on 8th April, 1954 and 17th April, 1954 and two applications made on 17th May, 1954, have now been compromised between the parties.

3. Relating to the application of 8th April, 1954, the compromise is:—

- (a) That Sundays or any other general holiday preceding or succeeding or both any leaves taken by an employee will not be included in the leave period;
- (b) That all Sundays so included in the leave period of any of the employees of the company during the year, 1954 shall be excluded from the period of leave granted to the employees concerned; and
- (c) That an employee desirous of both prefixing and suffixing any Sunday or an any General holiday to his leave shall mention the same in his leave application for information of the management and, in case he failed to mention the same then one such holiday might be added to his leave period.

4. Relating to the application made on 17th April, 1954, the compromise is that the working hours which were previously from 10-30 A.M. to 5-30 P.M. with half an hour's break for lunch and were subsequently changed by the order complained against from 10 A.M. to 7 P.M. with one hour's break, would continue to be the same in future as they were before the change complained against.

5. Relating to the disputes covered by two applications made on 17th May, 1954, a Memorandum to the following effect was submitted by the workmen to the Board of Directors of the company:—

"This memorandum refers to the decision of the Board of Directors taken on 17th May, 1954 to transfer the Control Office of the Company to Bombay and also some members of the staff. It will not be appropriate for us to go into the merits of said decision of the Board of Directors more specially when the whole matter is subjudice and, therefore, we are submitting this memorandum to you without prejudice to the matters already pending before the Hon'ble Tribunal.

We, however, take this opportunity to present this memorandum to your goodselves in the hope that in view of the untold hardships and miseries which an implementation of such a decision is likely to cause to the members of the staff you may perhaps be inclined to review your decision.

We on our part assure you that we honestly and sincerely believe that by working the Company at Delhi and with your full co-operation as also the full co-operation of the staff, of which the latter assure you, it is possible to improve the Company even while having the Control Office at Delhi. We request that the Control Office be retained at Delhi and the working of the Company with the full co-operation of the Management and the staff be watched upto finalisation of the accounts for the accounting year ending 31st December, 1955. In the event of the Company showing steady improvement in business as also in profits in Revenue Accounts after—providing for all possible contingent liabilities, of which we are sanguine, we have no doubt that the Board will have no objection to continue at Delhi, provided in future also steady improvement in Insurance business in general trend of General Insurance market is maintained from year to year after the trial period in line with the following Companies till the Company's target is reached to the level of these companies:—

1. Hercules Ins. Co., 2. Jai Bharat Ins. Co., 3. B.I.G. Ins. Co., 4. New Great Ins. Co., 5. Vulcan Ins. Co., and 6. Concord Ins. Co. Ltd.

If the experiment proposed above fails to give the desired results, then of course members of the staff & Union would not have any objection against the decision of the Board of Directors in the

matter of transfer of the Control Office from Delhi to any other place or otherwise. But if any member of the staff by the transfer of the office feels compelled to leave the service of the Company, he would be paid by the Company all benefits such as Provident Fund, Gratuity, Pay at the rate of 50 per cent. of the total emoluments for un-availed ordinary leave, one month's notice for termination of service or one month's pay in lieu of notice period etc., but no further retrenchment benefit notwithstanding any law to the contrary in this respect. In case retrenchment relief in law is compulsory then the gratuity to the extent of Retrenchment Relief would not be payable.

As a proof of our sincerity, we promise that we will do our best that routine work would not remain in arrears, monthly trial balance would be ready within a fortnight of the close of the month.

Any difficulty or grievance which we might have would be presented to you for favourable consideration and redress. In case we feel that a reasonable and proper redress has not been granted by the Board, then we and Management would jointly in a spirit of co-operation and mutual goodwill refer the unsolved matter to the authorities for decision by the appropriate Industrial Tribunal.

All the members of the staff have unanimously taken this decision to approach your good selves in the fullest hope that you would have no objection to re-consider the whole thing in the light of submission and would not in any manner be adverse to give us a chance to prove our mettle. It is a matter of privilege for us to find that our proposal has the fullest co-operation and support of our senior officers as well and they have confidence in us to deliver the goods."

6. On receipt of that memorandum the Board of Directors made the following statement:—

"With reference to your letter No. 374 of the 18th instant, we have pleasure to inform you that your memorandum addressed to the Board of Directors was placed in their meeting held on 19th June, 1954 has met the approval of the Board of Directors and they have accordingly passed a resolution, the relevant portion whereof is noted below:—

"Memorandum of Bharat Fire Insurance Employees Union passed unanimously by their general body on 18th June, 1954 was put on the table for consideration.

(At this stage Mr. J. L. Jain and Mr. R. Swaminathan were invited to join).

Mr. J. K. Jain and Mr. Swaminathan assured that they were prepared to take full responsibility to conduct insurance business of the Company and given a chance as proposed by the Union, they have every hope to show good progress in insurance business, profits in revenue account, and gradual decrease in expense ratio, after providing for all contingent liabilities.

Considering the above, the following was decided:—

(c) Results be watched of gradual decrease of expense ratio, steady improvements in Insurance business and profits in Revenue Accounts after making provisions for all contingent liabilities and efforts be made to reach the level of the following Companies and maintain steady improvement in insurance business in keeping with the trend of general insurance market from year to year.

(i) Messrs. Hercules Insurance Co. Ltd.

(ii) Messrs. Jaya Bharat Insurance Co. Ltd.

(iii) Messrs. British Indian General Insurance Co. Ltd.

(iv) Messrs. New Great Insurance Co. Ltd.

(v) Messrs. Vulcan Insurance Co. Ltd.

(vi) Messrs. Concord of India Insurance Co. Ltd.

(i) In view of the Union's memorandum and assurances contained therein, decision to shift Control Office of the Company from Delhi to Bombay as per Resolution No. 6 dated 17th May, 1954 be kept in abeyance and fresh decision be taken, after reviewing the

results of the Company's anticipated and assured progress, in terms of the memorandum of the Union.

Resolved further that the assurance given by the staff and the terms and conditions present in their Memorandum in respect of loss of service to the staff due to shifting of Control Office, if any, as also in respect of any dispute arising between the staff and the management remaining unsolved at the hands of the Board be and is hereby accepted".

7. An award is, therefore, made relating to the disputes covered by the above mentioned applications in the terms of the compromise as above and the parties are directed to bear their own costs throughout the proceedings.

Delhi, the 7th July, 1954.

(Sd.) RAM KANWAR,
Industrial Tribunal, Central Govt., Delhi.

APPENDIX 'A'

BEFORE SHRI RAM KANWAR, INDUSTRIAL TRIBUNAL (CENTRAL GOVERNMENT), DELHI

ADJUDICATION

In the matter of an Industrial Dispute

BETWEEN

The employers in relation Bharat Fire & General Insurance Ltd., New Delhi and their workmen.

APPLICATIONS

Under Section 33-A of Industrial Disputes Act, 1947.

PRESENT:

Shri Madan Mohan, Joint Secretary, Insurance Employees' Federation, with Shri Y. Kumar, Advocate.—*For the workmen.*

Shri Ram Kirti Saran, Establishment Incharge, Bharat Fire & General Insurance Ltd., with Shri Ram Kumar, Advocate.—*For the Company.*

ORDER

By their Order No. LR.90(154), dated the 29th October, 1953, the Central Government referred to me for adjudication a dispute stating it to be an industrial dispute between the employers in relation to Bharat Fire & General Insurance Ltd., New Delhi and their workmen in respect of the matters specified in the schedule given below:—

"Whether the termination of service of Shri A. N. Bose from New Delhi office of the company was justified and, if not, what relief should be granted to him."

2. Another similar dispute relating to Shri H. P. Mehubani was referred to me by Order No. LR.90(175), dated the 17th November, 1953 of the Central Government.

3. In the first reference certain preliminary objections were raised on behalf of the company and I disallowed them by my order, dated the 14th February, 1954. Later on, both the disputes were compromised between the parties. In the first dispute, Shri A. N. Bose was to be reinstated in service by the company and certain conditions were also made in connection with his leave, provident fund and gratuity etc., while in the latter dispute Rs. 790 were paid in full and final settlement of the claim of Shri H. P. Mehubani.

4. On 7th December, 1953, an application under section 33-A of the Industrial Disputes Act was made by certain peons of the company complaining of non-supply of usual winter uniforms to them but in view of the reply of the company that the uniforms had already been supplied the application was not pressed, with the result that it was rejected by my order, dated 11th January, 1954.

5. Another application under section 33A was made by the workmen on the 11th January, 1954 complaining of curtailment of certain holidays. Preliminary

objections raised on behalf of the company were disallowed by me by my order, dated the 7th February, 1954, but the complaint was ultimately rejected by my award, dated the 26th March, 1954.

6. Again a complaint under section 33A was made by the workmen on 13th February, 1954 complaining that increments which had become due to the workmen had been withheld by the company but as certain increments were meanwhile allowed by the company the complaint was not pressed and was accordingly dismissed on the 26th March, 1954.

7. All the above mentioned orders and awards were published in the *Gazette of India*, dated the 1st May, 1954.

8. On 8th April, 1954, again an application under section 33A was made on behalf of the workmen complaining that Sundays preceding and succeeding the leave granted to the employees were wrongly included in the leave period by the company and another application under section 33A was made on the 17th April, 1954 complaining that change in working hours had been made to the prejudice of the workmen. These two complaints are still pending before me.

9. On 17th May, 1954, Shri L. N. Modi, one of the Directors of the company, who had been incharge of the management since December, 1953, made an order that 38 workmen named therein would work at Delhi upto that day and would resume duty in Bombay on 1st June, 1954. The order was conveyed individually to the workman concerned and it was stated that the transfer had been made under Rule 8 of the conditions of service. It was also stated in the order that the Board of Directors in the interest of more economical and efficient working of the company had transferred the Control office of the company from 'Scindia House, New Delhi' to '32-Apollo Street, Raja Bahadur Mansion, 2nd Floor, Bombay'. In this connection, it is significant to note that it was not mentioned in the orders as to whom the employees under orders of transfer were to hand over charge of the books, papers etc. in their possession or charge as required by Rule 14 of the Conditions of Service. On that day in accordance with the resolution passed in the meeting of the Board of the Directors, the company made an agreement with Shri Chiranji Lal Goenka to entrust him with the management of the company's Insurance business and also to transfer the Control office from Delhi to Bombay the place of residence of Shri Goenka. Certain percentage of profits was fixed as remuneration of Mr. Goenka. In para. 8 of the agreement, Shri Chiranji Lal Goenka was also given the right and authority to appoint any officer or member of the staff for the conduct and management of the business of the company on such terms and conditions as he deemed fit and to dismiss any officer or member of the staff and to re-appoint him. From the agreement, it is apparent that Shri Goenka was not to act as an agent of the company but was to act independently of the management, on certain conditions laid down in the agreement. This arrangement was alleged to have been made on the ground that Shri L. N. Modi had not sufficient experience of Insurance work while Shri Chiranji Lal Goenka was an old and capable worker in that line.

10. On the same day, Shri Madan Mohan, Joint Secretary, Insurance Employees' Federation, Delhi, with the written authority of the 28 of the workmen concerned made a complaint to me under section 33A at 4-45 p.m. complaining:

- (a) that the said order was made *mala fide* with a view to break the Union of the workmen and to harass them; and
- (b) that the order was a punishment for the Union's activities and amounted to an unfair labour practice.

The relief sought was for getting the order of transfer set aside by the Tribunal. In the heading of the application, it was stated that it was in the matter of references No. LR.90(154) of the 29th October, 1953 and No. LR.90(175) of the 17th November, 1953. It was also prayed that an interim order be issued directing the company to stay the implementation of the transfer order. Notice of that application was issued to the company together with its copy for 19th May, 1954 and an interim stay order was also made as prayed for by the workmen.

11. On 19th May, 1954, the management put in appearance and opposed the application and also prayed for the vacation of the above mentioned interim order. The following preliminary objections were also raised on its behalf:

- (1) It is denied that the references No. LR.90(154), dated the 29th October, 1953 and No. LR.90(175), dated the 17th November, 1953 are pending, so as to enable the present complaint being made under them. Both the said references have been amicably settled fully and finally between the parties and have been acted upon and the awards have been enforced and completed.

- (2) It is denied that the present complaint is at all maintainable.
- (3) It is denied that the present complaint is maintainable in its present form.
- (4) It is denied that complaint against the order of transfer of members of the staff from Delhi to Bombay can form the subject matter of complaint under section 33A of the Act. The said matter does not fall within the ambit of Industrial Disputes Act or to a change of the conditions of service or to punishment within the meaning of sections 2, 33 and 33A of the Industrial Disputes Act.

12. On that day another application was made by the workmen praying for a direction to the company not to shift the Control office to Bombay till the decision of their application for the setting aside of the order of transfer of workmen and an interim injunction was also issued on that application to the company not to shift the office to Bombay till further orders and 26th May, 1954 was fixed as the date of hearing of that application. On 23rd May, 1954 the parties were directed to file their affidavits in connection with the interim stay orders made by me. Necessary affidavits were filed on 26th May, 1954. The question at present before me is whether the interim orders issued by me should continue as desired by the workmen or be vacated as prayed for by the company. It was also urged on behalf of the company that the orders of transfer were made *bona fide* and were honestly given to comply with the decision unanimously arrived at in the meeting of Board of Directors, that the opposite party was not entitled to question these orders nor had the Tribunal jurisdiction to try and adjudicate upon the said matter.

13. The first point urged on the question of want of jurisdiction of the Tribunal was that no proceedings were pending before the Tribunal at the time when these applications were made and consequently the Tribunal had no jurisdiction to entertain them. According to section 20 of the Industrial Disputes Act, proceedings before a Tribunal shall be deemed to have commenced on the date of the reference of dispute for adjudication and such proceedings shall be deemed to have concluded on the date on which the award becomes enforceable under section 17A. While section 17A provides that the award of a Tribunal shall become enforceable on the expiry of 30 days from the date of its publication under section 17. In accordance with these provisions of law, ordinarily the proceedings in this Tribunal should be considered to have been pending upto the 31st May, 1954 and as the applications were made on the 17th and 19th May, 1954, they should be considered to have been made during the pendency of the proceedings before this Tribunal. The contention on behalf of the company that as the disputes between the company and Mr. Bose and Mr. Mehubani were finally settled the proceedings should be considered to have come to an end on the date when the settlements were made i.e. on the 26th March, 1954. This contention, if at all, might cover the case of Mehubani but in the case of Mr. Bose certain provisions of the compromise were to be complied with in future. The proceedings can in no case, therefore, be considered to have been concluded on the date of settlement but should be considered to have continued in this Tribunal upto the elapse of 30 days after the publication of the award. For the above reasons, I have no hesitation in over-ruling the above objection of the company.

14. The second objection that Shri Madan Mohan was not competent to make the complaint on behalf of the workmen is also untenable, simply because special authority was given by 28 workmen concerned to make the complaint on their behalf.

15. Certain authorities were brought to my notice to the effect that the Tribunal is not competent to adjudicate upon an order of closure of a concern, under the Industrial Disputes Act, and that whether the closure was justified or not the workmen, who had thereby lost their jobs would in any event get compensation. In case, the closure was not justified compensation would be greater. First of all, the present case is not a case of closure but of a transfer of an office and of certain employees of the company from Delhi to Bombay. Long distance transfers to stations like Bombay particularly of low paid clerical staff always involves considerable hardship on the employees and the management in affecting transfer of workmen from one branch to another must act *bona fide* and in the interest of business *vide* 1953-LLJ-Vo. I, p. 36 at p/39. Secondly, the question shall have to be gone into whether the orders of transfer were *bona fide* as alleged by the company or *mala fide* as contended by the workmen and this question can only be decided on merits after going into evidence to be produced by the parties. Another point urged on behalf of the company is that the transfer orders did not make any alteration in the conditions of service of the workmen concerned nor did they amount to a discharge or punishment of any workmen concerned in the

dispute. It is, no doubt, correct that the management has ordinarily complete powers to make decisions regarding transfer of the company's personnel in normal course of business and that in the absence of a special agreement whereby the management had bound itself to keep the employees at certain place, it is an ordinary incident of the conditions of a workman that he should be liable to transfer to other branches of the concern but at the same time it is to be taken into consideration by the Tribunal whether the orders were made *bona fide* and in the interest of the business. This question can also be decided finally only after hearing the evidence of both the parties. Interim reliefs can apparently be asked for only in aid of the final relief that is likely to be given. Consequently, interim reliefs applied for in these complaints are obviously appropriate. As regards the alteration of conditions of service to the prejudice of the workmen, the mere fact that the company has made over the management of the concern to Shri Chiranjil Lal Goenka without any restriction on his powers by the Board of Directors is *prima facie* tantamount to such alteration unless the company succeeds in proving the contrary. In this connection, the allegation of Shri Madan Mohan in his affidavit that the present orders of transfers had simply been made to harass the workmen and to force some of them to resign receives support to a certain extent by an alleged similar experiment tried successfully by Shri Modi as Manager of Govan Agencies on certain workmen of that concern. Shri Modi's affidavit on that point is not to the point and open hearted but is somewhat evasive and ambiguous. He also failed to comply with my direction to produce the draft of the agreement arrived at between the company and Shri Goenka, in the court or to give an inspection of the same to the other party, on an apparently false excuse that it was not in his custody but was in the custody of the Chief Accountant of the company. Again the balance of convenience in this matter is also in favour of the workmen. In case the orders of transfer were carried it would result in a good deal of trouble in re-transferring the workmen to Delhi if I came to the conclusion that they were unjustified. On the other hand, the continuance of the interim orders would only result in a delay of a month or so in carrying out the orders of transfer i.e. till the final disposal of the complaints on merits.

16. The question of costs shall abide the result of the final disposal of the applications.

Announced.

The 4th June, 1954.

(Sd.) RAM KANWAR,
Industrial Tribunal, Delhi.
[No. LR.90(154).]

New Delhi, the 28th July 1954

S.R.O. 2578.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madurai, in the matter of applications under section 33A of the said Act from Shri A. M. Thankappan and others, workmen in Cochin Port.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
MADURAI

Tuesday, the 29th June 1954.

PRESENT :—Shri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.

INDUSTRIAL DISPUTE NO. 279 TO 346 (CENTRAL) OF 1953.

BETWEEN :—

A.M. Thankappan, Head load worker	(I.D. No. 279(C)/53)
N.A. Devasi, Perumpadappux, Head load worker	(I.D. No. 280(C)/53)
C.A. Lawrence, Head load worker	(I.D. No. 281(C)/53)
Velu Pappu, Head load worker	(I.D. No. 282(C)/53)
P.K. Paraman, Head load worker	(I.D. No. 283(C)/53)
T.E. Joseph, Head load worker	(I.D. No. 284(C)/53)
P.P. Pappachan, Head load worker	(I.D. No. 285(C)/53)
C.C. Anthappan, Head load worker	(I.D. No. 286(C)/53)
Ionan Vakko, Head load worker	(I.D. No. 287(C)/53)
K.A. Raghavan, Head load worker	(I.D. No. 288(C)/53)
Manaseri Roki, Head load worker	(I.D. No. 289(C)/53)
P.K. Chandan, Head load worker	(I.D. No. 290(C)/53)
Bappu Ishee, Head load worker	(I.D. No. 291(C)/53)

Thomman Chandy, Head load worker	[I.D. No. 292(C)/53]
K.O. Devasi, Head load worker	[I.D. No. 293(C)/53]
K.V. Krishnan, Head load worker	[I.D. No. 294(C)/53]
P.K. Lakshmanan, Head load worker	[I.D. No. 295(C)/53]
T.K. Raghavan, Head load worker	[I.D. No. 296(C)/53]
M.P. Josa, Head load worker	[I.D. No. 297(C)/53]
K.O. Narayanan, Head load worker	[I.D. No. 298(C)/53]
B. Mariyyan, Head load worker	[I.D. No. 299(C)/53]
Antony Verghese, Head load worker	[I.D. No. 300(C)/53]
T.M. Josa, Head load worker	[I.D. No. 301(C)/53]
M.C. Raince, Head load worker	[I.D. No. 302(C)/53]
T. Kunjan, Head load worker	[I.D. No. 303(C)/53]
T.P. Peru, Head load worker	[I.D. No. 304(C)/53]
K. Arumugam, Head load worker	[I.D. No. 305(C)/53]
P.K. Paramoo, Head load worker	[I.D. No. 306(C)/53]
T.M. Peru, Head load worker	[I.D. No. 307(C)/53]
K. Damodharan, Head load worker	[I.D. No. 308(C)/53]
N.K. Sukhumaran, Head load worker	[I.D. No. 309(C)/53]
P.V. Joseph, Head load worker	[I.D. No. 310(C)/53]
P.J. Bulos, Head load worker	[I.D. No. 311(C)/53]
P.K. Keshavan, Head load worker	[I.D. No. 312(C)/53]
Velu Madhavan, Head load worker	[I.D. No. 313(C)/53]
C.V. Karunan, Head load worker	[I.D. No. 314(C)/53]
P.S. Pappan, Head load worker	[I.D. No. 315(C)/53]
P.T. Xavier, Head load worker	[I.D. No. 316(C)/53]
K.C. Kuriyan, Head load worker	[I.D. No. 317(C)/53]
C.S. Sebastian, Head load worker	[I.D. No. 318(C)/53]
P.P. Kakko, Head load worker	[I.D. No. 319(C)/53]
K.O. Pushkaran, Head load worker	[I.D. No. 320(C)/53]
P.C. Kakki, Head load worker	[I.D. No. 321(C)/53]
A.F. James, Head load worker	[I.D. No. 322(C)/53]
P.N. Prabhakaran, Head load worker	[I.D. No. 323(C)/53]
P.P. Shavaro, Head load worker	[I.D. No. 324(C)/53]
K.R. Sreedharan, Head load worker	[I.D. No. 325(C)/53]
P.A. Lakshmanan, Head load worker	[I.D. No. 326(C)/53]
V.R. Francis, Head load worker	[I.D. No. 327(C)/53]
P.K. Krishnan, Head load worker	[I.D. No. 328(C)/53]
K.A. Damodaran, Head load worker	[I.D. No. 329(C)/53]
K.V. Masli, Head load worker	[I.D. No. 330(C)/53]
V.P. Peter, Head load worker	[I.D. No. 331(C)/53]
N.C. Antho, Head load worker	[I.D. No. 332(C)/53]
P.M. Pensiko, Head load worker	[I.D. No. 333(C)/53]
CH. Joseph, Head load worker	[I.D. No. 334(C)/53]
C.V. Antony, Head load worker	[I.D. No. 335(C)/53]
C. V. Joseph, Head Load Worker	[I.D. No. 336 (C)/53]
Rex P. Augustine Do	[I. D. No. 337(C) 53]
P. P. Lasar Do	[I. D. No. 338(C)/53]
C. J. Thomas Do	[I. D. No. 339(C)/53]
V. R. Josa Do	[I. D. No. 340(C)/53]
George. Josa Do	[I. D. No. 341(C)/53]
A. L. Pappachan Do	[I. D. No. 342(C)/53]
K.O. Kakki Do	[I. D. No. 343(C)/53]
K.K. Gangadharan Do	[I. D. No. 344(C)/53]
C.V. Raghavan Do	[I. D. No. 345(C)/53]
P. C. Chavaro Do	[I. D. No. 346(C)/53]— <i>Petitioners</i>

AND

Messrs. Peirce Leslie and Company Limited, Cochin.—*Respondents.*

AWARD

By L.R.2(345)I, dated the 13th October, 1952 the Government of India, Ministry of Labour, New Delhi, referred for adjudication the dispute between certain employers at Port Cochin, and their workmen.

2. These several petitions have been filed by different petitioners employed as head load workmen under the respondents Messrs. Peirce Leslie and Company Limited, Cochin.

3. The petitioner's case is, that they were workmen employed under the opposite party as head load labourers in their Willingdon Island Godown and had put in a number of years of service extending in some cases to 12 years, that the several petitioners are being paid on a piece-rate basis, that their earnings depend

upon the quantum of work available, that the opposite party engaged 25 new workers from the 22nd June 1953, that the average earnings of the several petitioners since that date have fallen, that the action of the management in recruiting new workers amounts to a change in the conditions of service, and that such reliefs as are necessary may be granted to the several petitioners.

4. In the counter filed on behalf of the opposite party it is alleged, that the several petitions are practically identical, with those filed on an earlier occasion, that they were dismissed, that the present petitions have been filed merely with a view to harrass the opposite party, that the written statements filed in the earlier industrial disputes may be treated as written statements in these petitions, and that they should be dismissed.

5. The issues that arise for determination are:—

1. Whether the several petitioners were employed as head load workers and as permanent workmen under the respondent from a number of years past as alleged on their behalf?
2. Whether there is a change in the conditions of service?
3. Whether there is a contravention of section 33 of the Industrial Disputes Act?
4. To what relief are the petitioners entitled?

6. Issue No. 1.—All these petitions have been tried together and the evidence in I.D. No. 279/53 has been treated as evidence in all the several petitions (*vide* joint memo. filed Ex. W. 1).

7. The several petitioners claim that they are permanent workmen under the opposite party Messrs. Peirce Leslie and Company Limited from a number of years past, that new hands were recruited by the respondent on the 22nd June, 1953, and that as a result there is a reduction in the earnings of the several petitioners. It is stated, that the opposite party employed 25 new workmen without the express permission of this Tribunal. Comparative statements have been given in the several petitions with a view to establish, that there is a reduction in the earnings of the several petitioners, after the employment of the new men.

8. It may be stated in this connection, that there were prior petitions filed against Messrs. Peirce Leslie and Company Limited, I.D. Nos. 19 to 81 (Central) of 1953, and these were dismissed by order, dated the 5th August, 1953. The respondents contention is, that some of the workmen who figured as petitioners in the disputes referred to above, have once again filed these petitions, that the contentions now raised in the several petitions are substantially those that were put forward in the earlier petitions, that they were found against, that the petitions were dismissed, and that these present petitions have been filed only with a view to harass the opposite party Messrs. Peirce Leslie and Company. The company has relied upon the defence raised in the counters that were filed in the earlier batch of petitions. It is alleged therein, that till the 22nd October, 1951 the company never employed any head load labourers, that such workmen were employed only through contractors, that subsequent thereto the contractor was eliminated, that whatever work was available, was distributed to the workers on a purely casual basis, that there is no system of employing permanent labour, that there is no guarantee of the quantum of work, that whenever there was need for extra men, they were employed consistent with the requirements and exigencies of work, and that accordingly there is no change in the conditions of service of the petitioners with a view to warrant the filing of these petitions. It is also urged, that when there is no guarantee of any fixed quantum of work, and there is no guarantee about any fixed amount of earnings.

9. From a perusal of the several petitions filed on the earlier occasion, it is clear, that the contentions now raised by the several petitioners in the petitions now under reference, are substantially the same contentions as were put forward in the earlier petitions. It is common ground that prior to the 22nd October, 1951 there was a contractor through whom the respondent company was recruiting head load labour. The labourers that were engaged through the contractor were those of the contractor and not of the company. Subsequent to the elimination of the contractor, the company began engaging men directly. Thangappan, W.W. 1 deposes, that he is working as a head load labourer from about 12 years past and that the several petitioners have been employed continuously. From the evidence it is clear, that the several petitioners were engaged as head load labourers by Peirce Leslie and Company Limited only from the 22nd October, 1951 subsequent to the elimination of the contractor, and that prior to that date they were not employers of the company.

10. *Issues Nos. 2 and 3.*—The next question is whether there is a change in the conditions of service, and whether the company has violated section 33 of the Industrial Disputes Act. The evidence of Thangappan, W.W. 1 is, that from the 22nd June, 1953, 25 new men were taken and this has resulted in reducing the wages of the petitioners. He explains, that there is an item of work called bulking of tea, that it is not being given to them, and that this work is being given to new men. When the workers asked the management about this, they said that they would give this work to whomsoever they pleased. In cross-examination, he says, that the work of bulking of tea was begun in the island about 5 to 8 months ago. The workers refused to accept this work as the rate was not suitable. I fail to see how any objection can be taken to the conduct of the management in face of the above evidence. If the petitioners were not willing to accept the rates, offered the management cannot be held to blame. Next, it is alleged, that new work is being given to outsiders. The work of supplying of wheat and rice to estates is being done by the respondent and this work is entrusted to outsiders. In cross-examination Thangappan admits, that so far as supply of wheat, rice, etc., are concerned, the loading is done elsewhere. He does not know who the contractors are. It is further admitted, that the petitioners are all employed at the wharf. If for supply of wheat and rice, the loading is done at a place other than the wharf, it is difficult to understand how the petitioners can complain, that the said work is being given to outsiders.

11. Next, it is asserted, that there has been a reduction in wages on account of the employment of the new men. Thangappan states, that in 1953 in one week, the maximum of Rs. 51-10-3 was got. But this was because there were certain items of work with unusually high rates. In 1952, it may have been about Rs. 30 per week. He cannot say if in weeks other than those mentioned in the petition, new and old workers got the same wages, or if the new men got less than what was got by the old men. Mr. Varghese, the Chief Labour Officer of the company files Exs. M. 1, M. 2 and M. 3 as lists showing the wages earned by the several workers. His evidence is, that in respect of 32 weeks, the old labourers got more wages than the new. In one week, they were practically equal. In the rest of the weeks, the new labourers got slightly higher wages. After the new men were taken in that is to say, from the 22nd June, 1953 till the 20th May, 1954, the average earnings per worker of the old gang are Rs. 19-14-2, and the average earnings of the new workers during the same period are Rs. 18-5-7. All have got only 6 days work per week. It is admitted by Mr. Verghese, that formerly the old gang of workers was getting slightly higher wages, but this was due to the highly inordinate overtime wages that the company had to pay to them. These workers could not cope with the work during normal hours. Therefore, the company was obliged to take in new men. Mr. Verghese denies that there is any partiality or discrimination of any kind as between the old and new men in the matter of entrusting of work. He is keeping a particularly vigilant watch in respect of this matter. It is explained that there are about 70 men in the old gang. It is not always possible to obtain arithmetical equality of wages but in a large measure such equality has been obtained. If some of the members of the old gang got inordinately high wages in some weeks, that was due to the overtime wages that was being paid to them.

12. It can be by no means be stated, that the company is under an obligation to engage men overtime and give them overtime wages. There is no such condition of service. On the other hand, as was pointed out, in the previous dispute, the employment of the new men became inevitable on account of increased volume of work which could not be handled by the petitioners the old workers. It was found, that the company had been obliged to pay demurrage, and wharfage and transit dues, needlessly, because the old gang was not able to cope with the work. It was further found, that there was no contract or guarantee, about the quantum of work, or earnings, in the agreements, entered into with the petitioners. The right of the company to employ fresh new hands when the exigencies of work required the employment of such extra men, was explicitly confirmed. In the above circumstances, I fail to see how the several petitioners can take exception to the employment of the extra 25 hands from 22nd June, 1953. The company was obliged to engage them because the old workers were not able or willing to cope with the work. The company was under no obligation to incur loss by needlessly paying demurrage and other port dues. They were also under no obligation to engage workers overtime and pay them overtime wages. There was no guarantee of the quantum of work to be given or the quantum of wages to be earned by the several workmen. I find, that there is no change in the conditions of service of the several petitioners, that the company can in no way be held responsible if there is slight reduction in wages of the petitioners, after the employment of the new men, that the company has every right to employ new men and recruit fresh hands when the work demands this, and that there is no violation of section 33 of the Industrial Disputes Act of 1947.

13. Issue No. 4.—The petitioners are not entitled to any relief.
 14. All the several petitions are dismissed. No order as to costs.
 15. An award is passed accordingly.

Dated at Madurai, this the 29th day of June, 1954.

(Sd.) E. KRISHNAMURTHI,
 Industrial Tribunal at Madurai.

List of Witnesses Examined

For the workers:—

W.W. 1, M. Thangappan.

For the management:—

M.W. 1, M. O. Verghese.

List of Documents marked

For the workers:—

Ex. W. 1 .. Petition, dated the 26th April, 1954 filed by Sri K. A. Rajan,
 Cochin Port Cargo Labour Union, Mattancherry.

For the management:—

Ex. M. 1 .. Statement showing individual weekly earnings from the 22nd
 June, 1953 to the 30th May, 1954.

Ex. M. 2 .. Comparative Table of figures of weekly earnings of the
 old workers.

Ex. M. 3 .. Statement showing weekly average before the 22nd June, 1953
 and subsequent earnings of old workers.

(Sd.) E. KRISHNAMURTHI,
 Industrial Tribunal at Madurai.

[No. LR.2(345).]

New Delhi, the 28 July 1954

S.R.O. 2579.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madurai, in the matter of applications under section 33A of the said Act from Shri I. Krishnan and Shri M. Madhavan, Workmen of Messrs. South India Corporation, Limited, Port Cochin.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
 MADURAI**

Tuesday the 29th June 1954

PRESENT

Sri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.
 INDUSTRIAL DISPUTES No. 347 & 348 (CENTRAL)/54

BETWEEN

Worker I. Krishnan, Head-load worker, South India Corporation, Ltd.,
 Port Cochin, (I.D.347(C)/54).

Worker M. Madhavan, Head-load worker, South India Corporation, Ltd.,
 Port Cochin, (I.D.348(C)/54)—*Petitioners.*

AND

The management of the South India Corporation Ltd., Port Cochin—
Respondents.

AWARD

By L.R.2(345) I dated 13th October, 1952 the Government of India, Ministry of Labour, New Delhi, referred for adjudication the dispute between certain employers at Port Cochin, and their workmen.

I.D. No. 347 (Central)/53

2. This is a petition filed by I. Krishnan under Section 33-A of the Industrial Disputes Act alleging, that the complainant who was head-load workman under

the South India Corporation, that the latter reduced the wages from 3-11-0 to 2-4-0, that this is an alteration in the conditions of service, and that necessary relief should be granted.

3. The contention on behalf of the respondent is, that there is no violation of Section 33 of the Act, that the petitioner was paid for work done according to the prevailing and accepted rates, that the petitioner was only a casual workman without any guarantee or permanency of service, and that he is entitled to no relief.

4. The issues that arise for determination are:—

1. Whether there is a change in the conditions of service as alleged on behalf of the petitioner?
2. Whether there is a contravention of Section 33 of the Industrial Disputes Act?
3. To what relief is the petitioner entitled?

I.D. No. 348 (Central)/53

5. This is a petition filed by M. Madhavan and his case is that he was a head-load workman employed under the respondent, that on 8th October, 1953, when engaged in the work of loading and unloading in the ship S. S. Dunfris, the opposite party paid Rs. 2-4-0 per one hundred begs instead of Rs. 3-11-0, that there is a change in the conditions of service and a violation of section 33 of the Industrial Disputes Act, and that necessary relief should be granted.

6. In the counter it is alleged, that it is not true that the wages were reduced, that there is no violation of section 33 of the Industrial Disputes Act, and that the petitioner was only a casual workman who was paid according to the agreed and accepted rates.

7. The following issues arise for determination:—

1. Whether there is a change in the conditions of service as alleged on behalf of the petitioner?
2. Whether there is a contravention of section 33 of the Industrial Disputes Act?
3. To what relief is the petitioner entitled?

8. *Issues Nos. 1 to 3 in I.D. Nos. and 348 (Central) of 1953.*—The two petitioners are head-load workmen employed by the Opposite Party Messrs. South India Corporation Limited. Their case is, that they were engaged in the task of loading and unloading, in the ship "S. S. Dunfris" on 8th October, 1953, and that instead of their being paid 3-11-0 per 100 bags they were paid only Rs. 2-12-0. It is complained, that there is a change in the conditions of service, without permission of this Tribunal, and that section 33 of the Industrial Disputes Act has been violated.

9. At the time the petition came on for hearing both petitioners stated that they were withdrawing the petitions. A memo. was also filed to this effect signed by both the petitioners, and it has been marked as Ex.W.1. in I.D. No. 347 of 1953. Both the petitioners were present in person and stated that they were withdrawing the petitions.

10. In the result the petitions are dismissed as withdrawn. No order as to costs. An award is passed accordingly.

Dated at Madurai, this the 29th day of June, 1954.

(Sd.) E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

List of Witnesses Examined

'NIL'

List of Documents marked

....

For the workers:—

Ex. W.1. (In I. D. No. 347 (Central) of 1953.—Petition filed by workers I. Krishnan and M. Madhavan before the Industrial Tribunal at Madurai on 24th May, 1954.

For the management:—'Nil'.

(Sd.) E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

[No. LR.2(345)/I.]

S.R.O. 2580.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Dhanbad, in the matter of an application under section 33A of the said Act from Dr. B. C. Sinha, a workman of the West Bokaro Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 311 of 1953

(arising out of Reference No. 6 of 1952)

In the matter of an application U/s 33A of Industrial Disputes Act 1947.

PRESENT

Shri L. P. Dave, B.A. LL.B.—*Chairman.*

PARTIES.

Dr. B. C. Sinha, West Bokaro Colliery, C/o Sunit Dutta, Lodna Colliery, P.O. Jharia, Dt. Manbhum—*Complainant.*

Vs.

The Deputy Agent, West Bokaro Colliery, P.O. Ghatotand, Dt. Hazaribagh, —*Opposite party.*

APPEARANCES

Dr. B. C. Sinha, complainant—*in person.*

Shri K. Rai, Deputy Agent, West Bokaro Colliery—*opposite party in person.*

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that he was serving as a Doctor in the West Bokaro Colliery and that he was served with a notice of discharge by the opposite party on 7th August 1953 during the pendency of Reference No. 6 of 1952 without the express permission of the Tribunal. He therefore prayed that he should be reinstated in service.

3. The opposite party contended that the complaint was not maintainable, as the complainant being a Medical Officer was not a workman. It was then alleged that one of the conditions of service of the complainant was that his appointment was liable to be terminated with one month's notice on either side and that the company reserved the right to terminate his services without notice on payment of one month's basic salary and also to terminate his employment without payment in lieu of notice, and that these terms were accepted by the complainant. It was further alleged that one of the duties of the medical officer was to go to the quarters of the labourers, if necessity so warranted, to attend the ailing patients. On or about 28th July 1953, one Mumtaz Ali, a workman working in the colliery, approached the complainant and requested him to visit his quarters to attend to his ailing son who was then seriously ill. The complainant refused to do so. When called upon by the Deputy Agent to explain his conduct, he stated that he was busy at the hospital from 7 A.M. to 12-30 P.M. and the workman came to his quarters at 1-30 P.M. and that is why he had refused to listen to him. On the Deputy Agent asking him to go to attend the patient after 3 P.M., he replied insolently that he would not go to see the patient and that he would attend the patient if brought to the hospital. As no other medical aid was available, the Deputy Agent managed to get the patient to the hospital in his own car and then alone he got medical aid. The complainant was by nature a man of insolent behaviour and the workmen of the colliery were not satisfied with his behaviour. In the circumstances, the management decided to terminate his services and thereupon a notice was given to him on 7th August 1953 and he was paid one month's wages of notice. It was urged that the complaint should be dismissed.

4. It is not in dispute that the complainant was appointed as a temporary Medical Officer at the West Bokaro Colliery on 27th October 1949. He was confirmed by a letter dated 13th May 1950. A copy of that letter has been produced in this case and it mentions that the appointment was terminable with one month's notice on either side. It also mentions that the company reserved the right to terminate the appointment without notice on payment of one month's basic salary and also that the company reserved the further right to terminate the appointment without notice and without payment in lieu of notice, should circumstances so warrant. The letter asked him to advise the management of the acceptance of these terms. On 17th May 1950 the complainant wrote a letter to the management thanking them for the above letter and informing them that

the terms and conditions of appointment mentioned in the above letter were acceptable to him.

5. The complainant was working after this as a Junior Medical Officer at the colliery. One Dr. Sen Gupta was the senior Medical Officer. It appears that on 28th July 1953. Dr. Sen Gupta was not well and the complainant was in charge of the hospital. It is not in dispute that one Mumtaz Ali was working in the colliery and that his son was ill on the above day and that he went to the residence of the complainant at about 1-30 P.M. in this connection. There is a dispute between the parties about what happened then and subsequently. According to the management, Mumtaz Ali requested the complainant to visit his son at his quarters but the complainant refused to do so. Mumtaz Ali approached the Deputy Agent who sent for the complainant and asked him to explain as to what had happened. The complainant said that he had been busy from 7 A.M. to 12-30 P.M. and as the workman had gone to his residence at 1-30 P.M., he had refused to visit the patient. The Deputy Agent then asked the complainant to visit the patient as it was by that time past 3 P.M.; but he refused to do so and ultimately the Deputy Agent sent his car to take the patient to the hospital where the complainant examined him. On the other hand, the complainant's explanation is that Mumtaz Ali had not requested him to visit the patient at his house but had only asked for medicine being given for his son, and that he asked Mumtaz Ali to go to the hospital at 3 P.M. when he would be there on duty and that he would give medicine at that time. The complainant has then said that at about 3 P.M. he was sent for by the Deputy Agent who sent his car for the purpose. Accordingly he went to the Deputy Agent, who asked him as to why he had not gone to the quarters of Mumtaz Ali to see his ailing son; the complainant told him that Mumtaz Ali had not requested him to go to his quarters but merely asked for medicine. The complainant further said that the Deputy Agent then asked him to go to the quarters of Mumtaz Ali to examine his son. The complainant showed his willingness to do so, if a car was provided for the purpose. The Deputy Agent refused to provide a car and asked the complainant to go on foot and the complainant thereupon refused to go on foot and said that he would go to the patient's house only if a car was provided. After this, the complainant went to the hospital where Mumtaz Ali's son was brought after about half an hour in a motor car belonging to the management. This is the complainant's version of the incident. Both parties admit that on 7th August 1953 the management terminated the services of the complainant with immediate effect and agreed to pay him one month's wages in lieu of notice. This has given rise to the present complaint.

6. A preliminary objection has been raised on behalf of the opposite party that the present complaint would not be maintainable as the complainant was a Medical Officer and hence not a workman. A workman as defined in the Industrial Disputes Act is one, who has to do manual or clerical work, whether it is skilled or unskilled. A Medical Officer is a skilled worker. He has to examine a patient with the aid of his stethoscope and with his hands also. In proper cases, he would have to dress a patient's wounds and would even have to perform an operation with his hands. In my opinion, therefore a Medical Officer would be a workman, as defined in the Industrial Disputes Act.

7. Coming to the merits, the complainant alleges that he was wrongfully discharged by the opposite party. As I mentioned above, one of the terms and conditions of appointment of the complainant was that the appointment was terminable with one month's notice on either side. There was a further specific agreement that the management was entitled to terminate the complainant's appointment without notice on payment of one month's basic salary. The complainant has specifically accepted the above terms and conditions of appointment. In other words, the management was ordinarily entitled to terminate the complainant's services on giving him a month's notice or by paying him one month's basic salary.

8. As laid down in the well known case of Buckingham and Carnatic Mills Ltd., even when the management had a right to terminate the services of an employee on giving him notice or salary in lieu of notice, the question of *bona fides* would have to be gone into. In the present case, no allegation has been made in the complaint that there was want of *bona fides* on the part of the management, nor is there any allegation of victimisation or unfair labour practice or the like.

9. On facts also, I do not think that the action of the management was *malafide* or that it was a case of victimisation or unfair labour practice. The immediate act which led to the discharge of the complainant was the incident of 28th July 1953. The complainant has examined himself and the opposite party has examined Mumtaz Ali. Looking to the evidence and the circumstances, I am constrained

to state that the complainant did not act as he should have. Mumtaz Ali approached the complainant at his residence at about 1-30 P.M. It is true that the complainant was then off duty; but a medical man cannot refuse to visit or examine a patient on the ground that it was not his visiting hours especially when he was told that the patient was in a serious condition. No doubt, in his evidence the complainant says that he had not been asked by Mumtaz Ali to go to his quarters to see his son and he had merely requested the complainant to give medicine for his ailing son. If this was so and if the only request made by Mumtaz Ali was for medicine and not for the complainant's visit to his quarters, I do not think that Mumtaz Ali would have gone to the Deputy Agent and complained to him about the complainant's conduct. Further in such a case, there was no reason why the Deputy Agent should have sent for the complainant or should have asked him to go to Mumtaz Ali's quarters. It may then be noted that in the letter written by the complainant to the management on 10th August 1953 after he was served with the notice of discharge, he did not mention that Mumtaz Ali had not asked him to go to his quarters to examine his son. Looking to the circumstances, I believe the evidence of Mumtaz Ali when he says that he requested the complainant to go to his quarters to examine his son, and the complainant said that he had no conveyance and that he would not do anything till 3 P.M. I do not believe the complainant that Mumtaz Ali had not asked him to go to his quarters.

10. It may then be noted that at about 3 P.M. the complainant was sent for by the Deputy Agent of the colliery who asked the complainant to go to Mumtaz Ali's quarters and examine his son. The complainant says that he showed his willingness to do so if the management provided transport for his going to Mumtaz Ali's quarters. He further says that the Deputy Agent refused to provide transport, and asked him to go on foot but he refused to do so and said that he would go only if a transport was provided for him. The complainant has then stated that usually a transport was given to him in such cases but sometimes he had to go on foot also. Thus it was not proper on his part to have insisted on a transport to go and examine a patient. I also do not believe the complainant when he says that a car was usually provided for visiting patients. If that was the usual practice, there was no reason why the Deputy Agent should have refused to provide a car on that particular day. In my opinion, a car may have been provided on some occasions; but the complainant wanted to have a car on every occasion and must have insisted on getting a car as of right on that day also. The complainant has admitted that he and the Senior Medical Officer had approached the Manager in 1951 and requested that a car should be placed at their disposal at least at nights and thereupon it was arranged that they could themselves call for a car if wanted at night. He has further stated that in spite of this they occasionally found that the Manager did not like their calling a car directly and hence thereafter they never called for a car directly even at night but they always sent a chit to the manager. All this would go to show that the Medical Officers were not entitled to the use of car as of right. They may have been occasionally given a car to visit patients especially at nights, but they could not make the non-supply of a car a reason for refusing to visit a patient at his residence. We have the evidence of Mumtaz Ali who has said that whenever Dr. Sen Gupta was visiting patients by day, he was doing so on foot. Thus the action of the complainant in refusing to visit Mumtaz Ali's quarters unless he was provided with a transport was not justified. It showed gross negligence in the performance of his duties as a Medical Officer appointed by the management, apart from his duties as an ordinary medical practitioner. If the management found that their medical officer was not prepared to go to the quarters of their workmen to examine them, the management would be justified in terminating his services.

11. In his evidence, the complainant has said that as he did not hold a medical degree but had only a diploma, the Deputy Agent did not want to continue him there. He said that the Deputy Agent objected to his performing a Hydrocele operation about a year before the above incident. This allegation is made for the first time in his deposition before this Tribunal. He did not make this allegation either in his letter to the Managing Agents or in the complaint filed before the Tribunal. Excepting the above incident, no allegation has been made against the Deputy Agent having taken any action against the complainant. The alleged objection is said to have been taken by the Deputy Agent a year before the above incident. I do not believe the complainant when he says that the Deputy Agent did not want to continue the complainant at the colliery. In this connection, it may be noted that the Senior Medical Officer Sen Gupta had also a diploma and not a degree and he continued in the service of the management from about 1946, or 1947 till November or December 1953 when he resigned his job. There was no reason why the Deputy Agent should have allowed a Senior Medical Officer to continue and tried to discontinue a Junior Medical Officer on the ground that he

had no degree but only a diploma, when the Senior Medical Officer had also no degree but only a diploma.

12. I do not think that there was want of *bonafides* on the part of the management nor do I think that this is a case of victimisation or unfair labour practice. On the facts, the management were justified in terminating the complainant's service. Under the terms of his appointment, he had specifically agreed that the management were entitled to terminate his services on payment of one month's basic pay in lieu of notice. In my opinion, therefore, the termination of the complainant's services was proper.

13. In the result, the complaint fails and is dismissed. I pass my award accordingly.

The 6th July 1954.

(Sd.) L. P. DAVE, *Chairman*,

Central Govt.'s Industrial Tribunal, Dhanbad.

[No. LR. 2(365)/IV.]

New Delhi, the 29th July 1954

S.R.O. 2581.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madurai, in the matter of an application under section 33A of the said Act from Shri Kunjahamed Ebrahim and others, stevedore workmen in Cochin Port.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, MADURAI

Thursday, the 1st July 1954

Present:—

Sri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.

Industrial Disputes Nos. 175 to 217 (Central)/54

Between:—

Munjahamed Ebrahim	(Stevedore Workers)	(I.D. No. 175 (C)/54)
Lavero Augustinji	Do.	(I.D. No. 176 (C)/54)
Bastian Sanju	Do.	(I.D. No. 177 (C)/54)
P. J. Joseph	Do.	(I.D. No. 178 (C)/54)
Raphel Anthony	Do.	(I.D. No. 179 (C)/54)
V. V. Ouesph Kutty	Do.	(I.D. No. 180 (C)/54)
Chavri Jeosph	Do.	(I.D. No. 181 (C)/54)
Leos Antho	Do.	(I.D. No. 182 (C)/54)
T. Y. Anthony	Do.	(I.D. No. 183 (C)/54)
M. B. Bastia	Do.	(I.D. No. 184 (C)/54)
Saiman Robert	Do.	(I.D. No. 185 (C)/54)
Chani Kunju	Do.	(I.D. No. 186 (C)/54)
Vareseed Chauri	Do.	(I.D. No. 187 (C)/54)
Joseph Anthony	Do.	(I.D. No. 188 (C)/54)
V. A. Hassan	Do.	(I.D. No. 189 (C)/54)
Ebrahim Kunju Mohamed	Do.	(I.D. No. 190 (C)/54)
Ahemd Kunju Mohamed	Do.	(I.D. No. 191 (C)/54)
Adima Jaimy	Do.	(I.D. No. 192 (C)/54)
K. Syed Mohamed	Do.	(I.D. No. 193 (C)/54)
K. Kunju Mohamed	Do.	(I.D. No. 194 (C)/54)
K. C. Joseph	Do.	(I.D. No. 195 (C)/54)
P. B. Ahamu	Do.	(I.D. No. 196 (C)/54)
E. A. Thomas	Do.	(I.D. No. 197 (C)/54)
P. C. Mohamed	Do.	(I.D. No. 198 (C)/54)
Hydru Hanza	Do.	(I.D. No. 199 (C)/54)
Sydali Umbai	Do.	(I.D. No. 200 (C)/54)
K. K. Varghese	Do.	(I.D. No. 201 (C)/54)
K. T. Anthony	Do.	(I.D. No. 202 (C)/54)
E. C. Maslie	Do.	(I.D. No. 203 (C)/54)
Eraveli Vincent	Do.	(I.D. No. 204 (C)/54)
Kunjava Mohamed	Do.	(I.D. No. 205 (C)/54)
Sydali Rayu	Do.	(I.D. No. 206 (C)/54)
K. M. Ali Bava	Do.	(I.D. No. 207 (C)/54)

Pothan Aboo	Do.	(I.D. No. 208 (C)/54)
M. Beerasa	Do.	(I.D. No. 209 (C)/54)
Sydali Ayamu	Do.	(I.D. No. 210 (C)/54)
Kalvetti Kunjaosa	Do.	(I.D. No. 211 (C)/54)
Kunju Mohamed Mammu	Do.	(I.D. No. 212 (C)/54)
V. K. Kassimkutty	Do.	(I.D. No. 213 (C)/54)
K. Beeravo	Do.	(I.D. No. 214 (C)/54)
M. K. Ebrahim	Do.	(I.D. No. 215 (C)/54)
Kunjamarakkar Bava	Do.	(I.D. No. 216 (C)/54)
K. K. Abdul Kader	Do.	(I.D. No. 217 (C)/54)

represented by the Cochin Thuramukha

Thozhilali Unilon. Mattancherry

Petitioners

AND

(1) M/s. B. J. Khona Stevedore. Matatancherry Cochin, (2) Mrs. Abdullah Ummer. Stevedore, Mattancherry, Cochin.

Respondents

AWARD

By G.O.Ms.L.R.2(345)I, dated 13th October 1952 the Government of India, Ministry of Labour, New Delhi, referred for adjudication, the dispute between certain employers at Port Cochin and their workmen.

2. The several petitions have been filed under Section 33-A of the Industrial Disputes Act.

3. The allegations in the several petitions are practically identical, and they are to the effect, that the respective petitioners were working under the second opposite party as stevedore workers till 16th September 1953, that the opposite parties Nos. 1 and 2 are parties to I.D. No. 18 (Central) of 1951, that the first opposite party instead of engaging the several petitioners employed others, that the action of the first opposite party is a clear violation of the *status quo ante*, that there is a contravention of the provisions of section 33, and that the several petitioners must be directed to be reinstated together with compensation.

4. In the counters filed on behalf of the first opposite party it is alleged, that the second opposite party is not the predecessor of the first opposite party, that the opposite party has not engaged new men, that stevedore labourers are casual workmen employed on a day-to-day basis without any permanency or guarantee of service, that the workmen engaged by the first opposite party are all men employed for work in the port, and that the terms of the interim award have been strictly complied with.

5. The second opposite party has remained *ex-parte*.

6. The issues that arise for determination are:—

1. Whether the second opposite party is a predecessor of the first opposite party?
2. Whether the first opposite party has bound to engage the several petitioners?
3. Whether the action of the first opposite party is a violation of the *status quo ante* and of section 33 of the Industrial Disputes Act?
4. Whether the petitioners are entitled to reinstatement and compensation?

7. All these petitions have been tried together at the request of parties and the common evidence is recorded in I.D.No.175(Central) of 1954.

8. *Issues Nos. 1, 2 and 3.*—The several petitioners are stevedore workers working in the port of Cochin. According to them they were working as stevedore workers on board steamers, of which, the first opposite party Messrs. B. J. Khona were steamer agents, and the second opposite party Mrs. Abdullah Ummer was stevedore. Mrs. Abdullah Ummer was employing the several petitioners and other workmen, for working in the steamers which were visiting Cochin Port under the Steamer agency of the first opposite party. This state of affairs continued till 15th September 1953. The first opposite party terminated the stevedoring contract of the second opposite party in respect of two of their ships. Messrs. B. J. Khona began working the said two steamers as stevedores themselves. But on 16th September 1953 Messrs. B. J. Khona engaged new men, denying employment to the petitioners and other regular workmen who were working under Mrs. Abdullah Ummer. It is

contended that Mrs. Abdulla Oomer is the predecessor of Messrs. B. J. Khona, and that the action of the latter is illegal and a clear violation of the *status quo ante*.

9. In the first place, it falls to be decided whether Messrs. B. J. Khona are successors in interest of the second opposite party Mrs. Abdulla Oomer as alleged in the several petitions. The evidence of M.W.1 John E. Rebeiro who is Head Clerk in B. J. Khona is, that his company is now doing stevedoring work of "S.S. Sagar Veena" and "S.S. Victoria Mary". They employ their own stevedoring labourers and they are all experienced stevedoring labourers. The evidence of Mr. Raghavan W.W.2 is, that the opposite party took away the stevedoring contract from the second opposite party in respect of two of their vessels *viz.*, "S.S. Sagar Veena" and "S.S. Victoria Mary." This they did, in order to introduce men of their own, and those who had not worked on any ship. The evidence of W.W.1 one of the petitioners is, that there were 5 steamers of B. J. Khona in which the several petitioners were working. Since 15th September 1953 they are not given work in the two vessels "S.S. Sagar Veena" and "S.S. Victoria Mary". Some members of the I.N.T.U.C. have been employed for work on the two vessels. Then the petitioners worked on all the five vessels each of them was getting 12 to 13 jobs per month *i.e.*, 6 or 7 night shifts, and 4 or 5 days jobs. For day work, the wages are Rs. 4-8-0, and for night work, Rs. 5-8-0. The petitioners are not now getting as much work as before, from the remaining three vessels. They are not even getting 5 jobs in a month.

10. From the evidence it is established, that the stevedoring work of Messrs. B. J. Khona's vessels was being done formerly by Mr. Abdullah, Oomer, and then, after his death by Mrs. Abdulla Oomer, the second respondent. M/s. B. J. Khona, however, put an end to the stevedoring contract of Mrs. Abdulla Oomer in respect of two vessels. They began to do the work of stevedoring so far as these two vessels "S.S. Sagar Veena" and "S.S. Victoria Mary" are concerned, direct, from about 16th September 1953. It can hardly be contended, that the first opposite party is the successor in interest of the second opposite party as alleged on behalf of the petitioners. The allegation in the several petitions that Mrs. Abdulla Oomer is the predecessor of the first opposite party must be rejected. Messrs. B. J. Khona were the Steamer Agents, and they took away the stevedoring work in respect of two vessels from Mrs. Abdulla Oomer. Thereby they did not become the successors in interest of Mrs. Abdulla Oomer and did not become liable for all the obligations of the second respondent. The contention on behalf of the petitioners in paragraph 4 of the petition that "the opposite party instead of engaging the petitioner and other workmen were working for their predecessor, the second opposite party employed new men denying employment to the petitioner and other regular workmen under the second opposite party" is not of any consequence. Messrs. B. J. Khona are not the successors in interest of the second opposite party, and were not bound by any contract entered into by her. I find accordingly.

11. It is also clear, that Messrs. B. J. Khona have not violated section 33-A of the Industrial Disputes Act. If they took over directly the stevedoring work of the two ships above referred to, they were under no obligation to employ the several petitioners even granting that they were working under Mrs. Abdulla Oomer. These several petitioners did not automatically become the stevedoring labourers of B. J. Khona when they put an end to the stevedoring contract of Mrs. Abdulla Oomer. Moreover, as contended on behalf of the first opposite party, the employment of stevedore labour was only casual. Even on the evidence of W.W.1, work was given by rotation. The evidence of W.W.1 is, that there were 78 gangs, that he and other petitioners—members of the gangs had to work in all steamers, that he and other petitioners have been working in steamers other than the steamers of Messrs. B. J. Khona, and that all the gangs of the Cochin-Thuramukha Thozhilali Union got 5 jobs in a month. By rotation all the members of the Cochin-Thuramukha Thozhilali Union get jobs. There are particular sets of workers for each particular stevedore. After formation into gangs they were not working for separate stevedores and ships. They are being rotated among the stevedores and ships. Thus it is clear from the evidence that there is no continuity of employment of fixity of tenure under any particular stevedore or in respect of any particular ship. The workmen are being rotated from ship to ship and from stevedore to stevedore. In the above circumstances it is hardly possible to hold, that the several petitioners had fixity of tenure, and that the 1st respondent was under any obligation to employ them.

12. The objection has, however, been raised that the first opposite party has employed absolutely new and raw hands. The evidence of Mr. Rebeiro is, that the workmen employed by Messrs. B. J. Khona are those who have been doing stevedoring work in the port. He has himself verified that they are experienced

stevedoring workers. The contention; that new and inexperienced workers who never did stevedoring work in the Port of Cochin at any time were employed by the 1st respondent cannot be sustained.

13. Nextly, Mr. Raghavan says in his evidence, that there was a talk between the first respondent and his Union, and that the representative of the first respondent Mr. Bhagat, agreed, that the men on board the "S.S. Sagar Veena" would be taken so as to satisfy the requirements of the Cochin Thuramukha Thozhilali Union. This agreement was on 14th September 1953, but this was not actually carried out. Except the evidence of Raghavan there is no proof in writing of the alleged agreement. We do not know what exactly were the terms of the agreement. No contention can be based upon the alleged agreement which has not been satisfactorily proved. Moreover, it should be seen, that there is no reference to the alleged aforesaid agreement in the petitions themselves.

14. Nextly, a number of documents have been produced to show that the petitioners have been working as stevedore workers. Ex. W.1 to W.4 are letters that passed between the Office bearers of Cochin Thuramukha Thozhilali Union and Mrs. Abdulla Oomer. It is no doubt proved, that a number of workers were working on board the steamers of which Mrs. Abdulla Oomer was the stevedore. The evidence of W.W.1 is, that Mrs. Abdulla Oomer has got stevedoring work, and still she has got three ships. The evidence of Mr. Rebeiro is, that he has seen the labourers working on "S.S. Sagar Veena", and that he had seen Cochin Thuramukha Thozhilali Union men still working on "S.S. Sagar Veena" and "S.S. Victoria Mary". He has not ascertained their names but he has seen them working. M.W.1 explains, the procedure when his ship comes into Port. He says, that a requisition is sent to the I.N.T.U.C. for gangs and the Union supplies the men. Granting for a moment that the several petitioners were working for Mrs. Abdulla Oomer it does not necessarily follow therefrom, that the first opposite party had no liberty to engage other experienced stevedoring men working in the Port, and getting them through other Unions. As has been found above when there is no fixity of tenure, and when the men working were split up into gangs, and gangs were supplied to the stevedores, the complaint of the several petitioners appears to be baseless. The evidence of W.W.1 is that the gangs were formed after the interim award. The gangs were not directed by the petitioners. The Union representatives directed this work. It is therefore clear, that there is no particular worker for a ship. My attention has not been drawn to anything in the interim award referred to by the parties, prohibiting stevedores getting workers otherwise than through the Cochin Thuramukha Thozhilali Union. It is proved beyond doubt by the evidence of M.W.1, that the workers employed by Messrs. B. J. Khona are experienced workers who have been previously working in the Port as stevedore labourers. In the above circumstances the contention on behalf of the petitioners, that the action of the first respondent in employing men other than the petitioners is illegal and that it amounts to a violation of section 33 of the Industrial Disputes Act, is untenable.

15. *Issue 4.*—In view of my findings above, the petitioners are not entitled to any relief.

16. In the result all the petitioners are dismissed. No order as to costs.

17. An award is passed accordingly.

Dated at Kumbakonam Camp, this the 1st day of July 1954.

(Sd.) E. KRISHNAMURTHI,

Industrial Tribunal at Madurai.

List of Witnesses Examined

For the Petitioners:—

W.W.1—A. Hamsa.

W.W.2—M. K. Raghavan.

For the Respondent:—

M.W.1—John E. Rebelro.

List of Documents marked.

For the Petitioners:—

Ex. W.1—Letter dated 10th March 1953 from Mrs. Abdulla Oomer Sait, Stevedore, Mattancherry to the Secretary, Cochin Thuramukha Thozhilali Union, Cochin.

- W.2—Letter dated 10th March 1953 from Mrs. Abdulla Oomer Sait, Stevedore, Mattancherry, to the President, Cochin Thuramukha Thozhilali Union, Cochin.
- W.3—Letter dated 12th March 1953 from the President, Cochin Thuramukha Thozhilali Union, Cochin, to Mrs. Abdulla Oomer Sait, Stevedore, Cochin.
- W.4—Letter dated 22nd February 1953 from the President, Cochin Thuramukha Thozhilali Union, Cochin, to M/s. Banjee Javath Khona, Mattancherry.

For the Respondents:—'Nil'.

(Sd.) E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

[No. LR.2(345).]

New Delhi, the 3rd August 1954

S.R.O. 2581.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 1A of the said Act from Shri Charan Gope, a workman of Loyabad Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 8 of 1954

(Arising out of Reference No. 6 of 1952)

In the matter of an application U/S 33A of Industrial Disputes Act, 1947

PRESENT

Shri L. P. Dave, B.A., LL.B.—*Chairman.*

PARTIES:

Charan Gope, C.P. Trammer, No. 20, siding, Loyabad Colliery, P.O. Bansjora, Dist. Manbhum, Bihar—*Complainant.*

Vs.

Messrs. Burrakur Coal Co. Ltd., Loyabad Colliery, P.O. Bansjora, Dist. Manbhum, Bihar—*Opposite party.*

APPEARANCES:

Shri Lalit Burman, General Secretary, Loyabad Labour Union, P.O. Bansjora, Dist. Manbhum—*For the Complainant.*

Shri D. N. Gupta, Chief Personnel Officer, M/s. Bird & Co. Ltd., P.O. Siljua, Dist. Manbhum—*For the Opposite Party.*

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that he was dismissed by the opposite party in about June 1953 without the permission of this Tribunal and thereby violated the provisions of Section 33 of the Industrial Disputes Act.

3. The opposite party contended that the complaint was not maintainable. They denied that the complainant had been dismissed but urged that he left the colliery without permission and without informing anyone.

4. It is an admitted fact that the complainant was working as a trammer in the Loyabad colliery. It appears that there was some labour trouble at the colliery in June 1953 and this led to a fight among two factions of labourers. Mr. Burman on behalf of the complainant said that the complainant was forcibly removed from his Dhowrah and he became afraid of his safety and that is why he left the colliery and went to his village, and returned after two or three weeks. There is however nothing to support the allegation that the complainant had been forcibly removed from his dhowrah. In any case, he left the colliery without any permission and without even informing the management. On his return also, he does not appear to have approached the management or asked for his job. There is thus nothing to justify the allegation that the complainant was dismissed by the opposite party.

In other words, there is no proof that there has been a breach of Section 33 of the Act.

5. Assuming however that the complaint was dismissed as alleged by him, even then the complaint must be dismissed. The complainant has filed the present complaint under Section 33A of Industrial Disputes Act alleging that he was dismissed during the pendency of Reference No. 6 of 1952. Section 33 of the Act prohibits an employer from discharging any workman concerned in any dispute which may be pending before a Tribunal without the express permission in writing from that Tribunal. Section 33A lays down that if an employer commits a breach of Section 33, the aggrieved employee may make a complaint in writing to the Tribunal. This section does not provide in express terms the time during which the complaint under that Section should be made. But it does not give a right to an aggrieved workman to make a complaint after an indefinite period. It is implicit in the section that the complaint must be made within a reasonable time of the act complained of. The true position would be that a complaint under this Section must be made as far as possible during the pendency of the proceedings and if it is made after such pendency, it should be made within a reasonable time. See the case of Labour Appellate Tribunal of India, General Motors (India) Ltd., 1954, Vol. I, L.L.J. p. 676. It is true that this was a case under Section 23 of the Industrial Disputes (Appellate Tribunal) Act, 1950; but that section is similar to Section 33A of Industrial Disputes Act and the principles laid down in the above case would also be applicable to the present case.

6. Applying the principles laid down in the above case, the present complaint has been filed on 20th January 1954. The alleged dismissal of the complainant took place in June 1953. The award in Reference No. 6 of 1952 was published on 10th October 1953 and hence the proceedings in that case must be deemed, under Section 20(3) read with Section 17A of the Industrial Disputes Act, to have concluded on 10th November 1953. In other words, the present complaint has been filed more than two months after the proceedings in Reference No. 6 of 1952 had terminated and more than seven months after the dismissal of the complainant. During this period, the complainant sat idle doing nothing, without taking any steps in the matter. He did not attempt even to approach the management. In any opinion, therefore, this complaint has been filed after an unreasonable delay and must therefore be dismissed.

I pass my award accordingly.

The 14th July 1954.

(Sd.) L. P. DAVE, *Chairman*,
Central Govt's Industrial Tribunal, Dhanbad.

[No. IR.2(365)/I.]

S.R.O. 2582.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Bipath Dusadh and Shri Mundrika Dusadh, workmen of Loyabad Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 7 OF 1954

(Arising out of Reference No. 6 of 1952)

In the matter of an application U/S 33A of Industrial Disputes Act, 1947

PRESENT

Shri L. P. Dave, B.A., LL.B.—*Chairman*.

PARTIES

1. Bipath Dusadh, 2. Mundrika Dusadh, C.P. Trammers, Loyabad Colliery, P.O. Bansjora, Dist. Manbhum, Bihar—*Complainants*.

Vs.

Messrs. Burrakur Coal Co. Ltd., Loyabad Colliery, P.O. Bansjora, Dist. Manbhum, Bihar—*Opposite Party*.

APPEARANCES

Shri Lalit Burman, General Secretary, Loyabad Labour Union, P.O. Bansjora, Dist. Manbhum, Bihar—*For the Complainants*.

Shri D. N. Gupta, Chief Personnel Officer, M/s. Bird & Co. Ltd., P.O. Sijua,
Dist. Manbhum, Bihar—*For the Opposite Party.*

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainants are father and son. They alleged that they had been working as C.P. trammers in the Loyabad Colliery of the opposite party; that the complainant No. 2 was taking active part in trade union activities and because of this, he was dismissed from service and later on complainant No. 1 was also dismissed from service. At that time, Reference No. 6 of 1952 was pending before this Tribunal but no permission was obtained from it before dismissing the complainants and hence the opposite party was guilty of contravention of Section 33 of the Industrial Disputes Act.

3. The opposite party contended that the complaint was not maintainable. It denied that the management had contravened the provisions of Section 33 of the Industrial Disputes Act. It also denied that the opposite party had dismissed the complainants from service. It was alleged that the complainants fled away without permission and without informing anyone and hence there was no violation of Section 33 of the Industrial Disputes Act.

4. The complainants, who are father and son, were admittedly working as trammers in the Loyabad Colliery. It appears that in about June 1953, there was a sort of fight between two factions of the workmen. Mr. Burman stated before me that as a result of this the complainants became afraid of their safety and left the colliery and that they returned after about two or three weeks and have been sitting idle ever since. It was alleged that the complainants had to leave the place, because they had been driven out from their dhowrahs. There is however no evidence to support this allegation (*viz.*, that the complainants were driven out of their dhowrahs). In any case, before leaving the colliery, they should have taken leave or at least informed the management.

5. Thus from the admitted facts, it is clear that the complainants left the colliery sometime in June 1953. Admittedly they had not taken permission before doing so. It is not alleged that when they returned, they approached the management for being reinstated nor is it alleged that the management refused them work. There is thus nothing to justify the allegation of the complainants that they were dismissed. There is thus no breach of Section 33 of the Act (because there was no overt act on the part of the management).

6. Assuming, however, that the management dismissed the complainants illegally and wrongfully in June 1953, even then this complaint must be dismissed. The complainants were according to their allegations, dismissed in June 1953. It is true that at that time Reference No. 6 of 1952 was pending before this Tribunal. The award in that reference was published in the *Gazette of India* on 10th October 1953 and hence under Section 20(3) read with Section 17A of the Industrial Disputes Act, the proceedings must be deemed to have concluded on 10th November 1953. This complaint was however filed on 19th January 1954. In other words, it was filed more than two months after the proceedings in Reference No. 6 of 1952 had ended and seven months after the complainants were dismissed.

7. It is true that Section 33A does not mention the time during which a complaint under that section should be made. But it does not give a right to an aggrieved workman to make a complaint after an indefinite period. It is implicit that the complaint must be made within a reasonable time of the act complained of. As held by the Labour Appellate Tribunal in the case of General Motors (India) Limited, 1954, Vol. I, L.L.J., p. 676, the true position is that a complaint must be made as far as possible during the pendency of the proceedings before the Tribunal and if it is made after such pendency, it should be within a reasonable time. The above case was a case falling under Section 23 of the Industrial Disputes (Appellate Tribunal) Act, 1950, but that Section is similar in terms to Section 33A of the Industrial Disputes Act; and the same principles laid down in the above case would apply here also.

8. Applying the principles laid down in the above case, the present complaint has been filed more than two months after the proceedings in Reference No. 6 of 1952 had terminated and more than seven months after the dismissal of the complainants.

During this period, the complainants did not take any steps in the matter. They did not even approach the management to get back their job. In my opinion, therefore, this complaint has been filed after an unreasonable delay and must therefore be dismissed.

I pass my award accordingly.

The 15th July 1954.

(Sd.) L. P. DAVE, *Chairman,*
Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(365)II.]

S.R.O. 2583.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Abdul Razaque, a workman of Serampore Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 52 of 1954

(arising out of Reference No. 6 of 1952)

In the matter of an application under section 33A of Industrial Disputes Act 1947

PRESENT

Shri L. P. Dave, B.A., LL.B.—*Chairman.*

PARTIES

Mr. Abdul Razaque, Ex. M.T.K. Serampore Colliery, Village Paharidih, P.O. Giridih, District Hazaribagh, Bihar.—*Complainant.*

Vs.

1. The Chief Mining Engineer, Railway Board, 1, Council House Street, Calcutta;
2. The Superintendent of Collieries, P.O. Giridih, District Hazaribagh;
3. The Colliery Manager, Serampore Colliery, Giridih, District Hazaribagh.—*Opposite parties.*

APPEARANCES

No appearance on behalf of the Complainant.

No appearance by the opposite parties as no notice was issued.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant filed this complaint alleging that it arose out of Reference No. 6 of 1952. He alleged that a dispute was pending before this Tribunal between all collieries and their workmen and that during the pendency of the said dispute, the opposite party discharged the complainant on and from 1950. It was also alleged that it was a case of victimisation for the complainant's union activities and that it was a wilful contravention of Section 33 of Industrial Disputes Act.

3. The complainant was asked to state the date of his discharge and in reply, thereto, he stated that he had been discharged by an order, dated the 10th January, 1950. He was then called upon to state as to what Reference was pending before this Tribunal on the date of his discharge and if no reference was pending, how the complaint would be maintainable. He has not been able to give any reply to this.

4. The order of Reference No. 6 of 1952 was passed by Government on the 5th May, 1952. It would be from that day that the above reference would be pending before this Tribunal. Section 33 prohibits an employer from discharging, dismissing or punishing a workman or changing his service conditions during the pendency of a reference before the Tribunal. The complainant in the present case was dismissed in January 1950, that is, more than two years before the Order of the above reference. In other words, at the time of his discharge, the above reference was not pending before this Tribunal and it could not be said that the opposite party had committed a breach of Section 33 by discharging the complainant.

5. No other reference between the opposite party and their workmen was pending before this Tribunal in January 1950 and hence the opposite party could not said to have contravened the provisions of Section 33 by discharging him in January 1950. I may also mention that even if there had been some reference pending at that time, the complaint would deserve to be dismissed on the ground of its having been filed after an unreasonable delay of more than four years.

In any case, the complaint must be dismissed. I pass my award accordingly.
The 16th July, 1954.

(Sd.) L. P. DAVE, *Chairman*,
Central Government's Industrial Tribunal, Dhanbad.
[No. LR.2(365)/III.]

S.R.O. 2584.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV. of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Nanhak Ram, a workman of the Loyabad Central Workshop.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 5 of 1954

(arising out of Reference No. 6 of 1952)

In the matter of an application under section 33A of Industrial Disputes Act 1947.

PRESENT

Shri L. P. Dave, B.A., LL.B., *Chairman*.

PARTIES

Shri Nanhak Ram, Hammerman, Loyabad Central Workshop, C/o B.T.U.C. Office, P.O. Dhanbad.—*Complainant*.

Vs.

Messrs. Burrakur Coal Co. Ltd., Loyabad Colliery Workshop, P.O. Bansjora, District Manbhum, Bihar.—*Opposite Party*.

APPEARANCES

Shri Lalit Burman, General Secretary, Loyabad Labour Union, P.O. Bansjora, District Manbhum.—*For the Complainant*.

Shri D. N. Gupta, Chief Personnel Officer, Messrs. Bird & Co. Ltd., P.O. Sijua, District Manbhum.—*For the Opposite Party*.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that a dispute between the workmen and the management of the Loyabad Central Workshop was going on from January 1953 and was pending before the Conciliation Officer. At that time, the complainant received a telegram from his house informing him that his wife was seriously ill and he thereupon approached the management on the 13th February, 1953 for obtaining leave. The manager told him that he could go as there was no work at that time. After this, the complainant wrote to the Conciliation Officer and left for home on the 14th February, 1953. He returned after seven days but was not given back his job though he applied for it on the 24th February 1953. The opposite party thus virtually dismissed him during the pendency of Reference No. 6 of 1952 without the permission of the Tribunal and thereby committed a breach of Section 33 of Industrial Disputes Act.

3. The opposite party contended that the complaint was not maintainable and was bad in law. They denied that they had contravened the provisions of Section 33 of the Act. They also denied that the complainant had approached the Manager for leave. They further denied that the complainant had been dismissed. It was alleged that the complainant absented himself without leave. There was thus no breach of Section 33 of Industrial Disputes Act.

4. The complainant was working as a hammerman in the Central Workshop of the Loyabad Colliery. He alleges that on the 13th February, 1953 he received a wire from his house to the effect that his wife was seriously ill and thereupon

he approached the Manager for leave and the Manager told him that he could go as there was no work at that time and accordingly he left on the 14th February, 1953 but when he returned after seven days, he was not given back his job. It is alleged that it amounted to his dismissal without a charge sheet. On the other hand, the management urge that they did not dismiss him and that the complainant left the colliery without permission and without informing anyone.

5. As mentioned above, the complainant now alleges that he had received a wire informing him that his wife was seriously ill. In the letter written by Mr. Burman, General Secretary of the Loyabad Labour Union (who represents the complainant in the present case) on the 24th February, 1953, it was mentioned that the complainant departed to see his ailing mother. It may then be noted that the wire said to have been received by the complainant has not been produced. When questioned on this point, Mr. Burman stated before me that the wire was given by the complainant to the Manager when he applied for leave on the 13th February, 1953. At no stage has the complainant stated that the original wire had been handed over by him to the Manager. Several letters were written by the complainant and by the Union in this connection both to the management and to the Conciliation Officer, but at no stage was it stated that the wire had been handed over by the complainant to the Manager. No such allegation has been made in the complaint filed before the Tribunal. After the matter was fixed for hearing, the complainant gave an application to this Tribunal requesting that the opposite party should be directed to produce a particular document. Even then, no request was made that the opposite party should be directed to produce the above wire. All this clearly shows that the allegation made at the hearing that the wire was handed over to the Manager is not true.

6. We have then the fact that in the complaint, the complainant has said that when he approached the Manager for leave, the Manager told him that he could go as there was no work. This is contrary to what the complainant had stated in his letter addressed to the Conciliation Officer on the 14th February, 1953. In that letter, he stated that he approached the Manager for leave but leave was refused but still feeling the urgency of the case, he was starting that day for his house after informing the Conciliation Officer. Thus the present allegation is not true. On the complainant's own admission made in the letter, dated the 14th February, 1953, the Manager had refused him leave when he approaches him on 13th February, 1953 and still the complainant left for his home. This shows that he was guilty of disobedience of orders of his superiors.

7. It appears that after he returned from his house, he approached the Manager on the 24th February, 1953 for getting back his job. He was however not given the job and thereupon he approached the Conciliation Officer. It appears that the Conciliation Officer held some proceedings but without any effect. It was however alleged that the Conciliation Officer told the complainant that the Chief Personnel Officer had agreed to get the complainant re-employed and thereupon the complainant approached the Chief Personnel Officer with a request for re-employment on the 23rd March, 1953. Nothing came out of this. Ultimately the complainant filed the present complaint on the 14th January, 1954.

8. The complainant has filed the present complaint under Section 33A of Industrial Disputes Act alleging that he was dismissed during the pendency of Reference No. 6 of 1952. Section 33 of the Act prohibits an employer from discharging any workman concerned in any dispute which may be pending before a Tribunal without the express permission in writing from that Tribunal. Section 33A lays down that if an employer commits a breach of Section 33, the aggrieved employee may make a complaint in writing to the Tribunal. This section does not provide in express terms the time during which the complaint under that section should be made. But it does not give a right to an aggrieved workman to make a complaint after an indefinite period. It is implicit in the section that the complaint must be made within a reasonable time of the act complained of. The true position would be that a complaint under this Section must be made as far as possible during the pendency of the proceedings and if it is made after such pendency, it should be made within a reasonable time. See the case of Labour Appellate Tribunal, General Motors (India) Ltd., 1954, Vol. I, L.L.J., p. 676. It is true that this was a case under Section 23 of the Industrial Disputes (Appellate Tribunal) Act 1950; but that section is similar to Section 33A of Industrial Disputes Act and the principles laid down in the above case would also be applicable to the present case.

9. Now in the present case, the alleged termination of the complainant's services took place in February or March 1953. The present complaint was made on 14th January, 1954 i.e. more than 10 months later. It may also be noted that the award in Reference No. 6 of 1952 was published in the *Gazette of India*, dated the 10th October, 1953 and under Section 20(3) read with Section 17A of the

Industrial Disputes Act, the proceedings in that reference must be deemed to have concluded on the 10th November, 1953. That would mean that the present complaint was filed more than three months after the proceedings in that case had terminated.

10. Mr. Burman stated at the time of arguments that the delay was due to the fact that he had approached the Conciliation Officer and the matter was pending before the Conciliation Officer. It does appear that the complainant approached the Conciliation Officer in February or March 1953. It also appears that the complainant approached the Chief Personnel Officer on the 23rd March, 1953 in which a suggestion was made that he had been informed by the Conciliation Officer that the Chief Personnel Officer had agreed to have the complainant re-employed. In other words, so far as the Conciliation Officer was concerned, the matter had been concluded before March 1953. Mr. Burman however said that even after this, the complainant had approached the Conciliation Officer and the matter was pending before the Conciliation Officer. He however admitted that there was nothing to support this allegation. He had not got a single paper or copy to show that he had made an application to the Conciliation Officer after March 1953 or that he got any reply from the Conciliation Officer thereafter. I do not believe the allegation that the complainant did not file the present complaint because the matter was pending before the Conciliation Officer. In my opinion, there was no reason why the complainant should have kept quiet after March 1953 till he approached this Tribunal on the 14th January, 1954. This delay of over ten months is unreasonable, more so, when in the meanwhile, the proceedings in Reference No. 6 of 1952 had come to an end. In my opinion, therefore, this complaint, which has been filed after an unreasonable time, must be dismissed.

I pass my award accordingly.

(Sd.) L. P. DAVE, *Chairman*,

Central Government's Industrial Tribunal, Dhanbad.

The 15th July, 1954.

[No. LR.2(365)/IV.]

S.R.O. 2585.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Babuchand Lohar and Shri Chhatu Passi, workmen of Loyabad Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 20 of 1954

(arising out of Reference No. 6 of 1952)

In the matter of an application under section 33A of Industrial Disputes Act 1947.

PRESENT

Shri L. P. Dave, B.A., LL.B., *Chairman*.

PARTIES

Babuchand Lohar, Blacksmith, Chhatu Passi, Hammerman, of Loyabad Colliery, P.O. Bansjora, District Manbhum, Bihar.—*Complainants*.

Vs.

Messrs. Burrakur Coal Co. Ltd., Loyabad Colliery Workshop, P.O. Bansjora, District Manbhum, Bihar.—*Opposite Party*.

APPEARANCES

Shri Lalit Burman, General Secretary, Loyabad Labour Union, P.O. Bansjora, District Manbhum.—*For the Complainant*.

Shri D. N. Gupta, Chief Personnel Officer, Messrs. Bird & Co. Ltd., P.O. Sijua, District Manbhum.—*For the Opposite Party*.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainants alleged that they were dismissed on the 1st June, 1953 and thereupon made the application No. 102 of 1953 on the 10th June, 1953 to this Tribunal. They were however re-instated on the 18th June, 1953 with payment of back wages and hence the above application did not survive. They worked for about four weeks after this, and then they were again dismissed by the opposite party. This order was passed without the permission of the Tribunal though Reference No. 6 of 1952 was pending before it.

3. The opposite party denied that they had wrongfully dismissed the complainants. They denied that the complainants were their workmen and urged that they were the employees of a contractor who had retrenched them as there was no work for them.

4. At the hearing, the parties entered into a compromise and a copy of the terms of the compromise is attached herewith. Under the compromise the complainants are to be given jobs similar to their old jobs within a month without any break in service. It may be noted that the complainants were working in the colliery but lost their jobs somewhere towards the end of June 1953. The defence of the opposite party is that the complainants were not their workmen but were the workmen of the contractor. This matter was considered by me in Application No. 236 of 1953 where I came to the conclusion that the complainants were the workmen working under the management. Unfortunately the present complainants were not parties to the above application. They along with others had lost their jobs, at the same time; but while other workmen filed the above complaint, the present complainants did not do so. They have now filed this complaint in February 1954 after the above complaint was decided. There has been thus delay on their part in not coming to the Tribunal at an early date. Under the compromise, however, they are to be given back their jobs with a continuity of service, but they, would not be paid anything for the period of their idleness. In my opinion, the compromise is fair and reasonable in the circumstances of the Case.

I therefore pass an award in terms of the compromise.

(Sd.) L. P. DAVE, *Chairman,*

The 15th July 1954.

Central Government's Industrial Tribunal, Dhanbad.

BEFORE THE CHAIRMAN, CENTRAL GOVERNMENT'S INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 20 of 1954

under Section 33A of the Industrial Disputes Act 1947.

PARTIES

Babuchand Lohar, Chhatu Passi, of Loyabad Colliery.—Complainants.

Vs.

Messrs. Burrakur Coal Co. Ltd., Loyabad Colliery.—Opposite Party.

1. The parties have settled the case on terms stated in paragraphs below:—

2. The complainants do not wish to proceed with the case in view of the opposite party agreeing to give similar jobs to the complainants with same condition of service within a month.

3. The complainants will not be entitled to any other relief.

4. There will be no break in the service of the complainants.

Under the circumstances it is prayed that the case may be disposed of in terms of the compromise.

Dated the 14th July, 1954.

(Sd.) LALIT BURMAN

on behalf of the Complainants.

(Sd.) J. L. SINHA, 14-7-54

on behalf of the Opposite Party.

(Sd.) Illigible,

Manger, Loyabad Colliery.

(Sd.) D. N. GUPTA, 14-7-54.

L.T.I. of Babuchand Lohar.

L.T.I. of Chhatu Passi.

Filed.

(Sd.) L. P. DAVE, *Chairman,*

Central Government's Industrial Tribunal, Dhanbad

The 14th July 1954.

New Delhi, the 30th July 1954

S.R.O. 2586.—The following draft of a further amendment to the Industrial Disputes (Central) Rules, 1947, which the Central Government proposes to make in exercise of the powers conferred on it by section 38 of the Industrial Disputes Act, 1947 (XIV of 1947), is hereby published as required by sub-section (1) of Section 38 of the said Act for the information of persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after the 1st October, 1954.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified above will be considered by the Central Government.

Draft Amendment

For rule 7 of the said Rules the following rule shall be substituted, namely:—

"7. *Conciliation proceedings.*—The Conciliation Officer, on receipt of information about an existing or apprehended industrial dispute, may, or, where the dispute relates to a public utility service, on receipt of a notice of a strike or lock-out given under rule 52 or rule 53, shall forthwith, arrange to interview both the employer and the workmen concerned with the dispute at such places and at such times as he may deem fit and shall endeavour to bring about a settlement of the dispute in question."

[No. LR.2(443).]

ORDERS

New Delhi, the 31st July 1954

S.R.O. 2587.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the ilmenite concerns specified in Schedule I hereto annexed and their workmen regarding the matters specified in Schedule II hereto annexed;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7 and clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby constitutes an industrial tribunal of which Shri C. Sankara Menon, Industrial Tribunal, Ernakulam, shall be the sole member and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE I

1. Messrs. Travancore Mineral Concern, Chavara.
2. Messrs. Hopkins & Williams (Trav) Ltd., Chavara.
3. Messrs. F. X. Pereira & Sons (Trav) Ltd., Quilon.

SCHEDULE II

1. Basic wages and dearness allowance.
2. Increments.
3. Bonus.
4. Conversion of all workers into monthly rated workers.
5. Abolition of contract system.
6. Holidays and leave with pay.
7. Provident Fund and gratuity schemes.
8. Introduction of Wind Table.
9. Revision of night allowance.

[No. LR.2(67)/54.]

S.R.O. 2588.—Whereas by an order of the Government of India in the Ministry of Labour No. LR.2(67)/54, dated the 31st July, 1954, an industrial dispute between Messrs. Travancore Mineral Concern, Chavara, Messrs. Hopkin & Williams (Trav) Ltd., Chavara and Messrs. F. X. Pereira & Sons (Trav) Ltd., Quilon, and their workmen has been referred to an Industrial Tribunal for adjudication;

Now, therefore, in exercise of the powers conferred by sub-section (3) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby prohibits the continuance of the strike in existence in Messrs. Travancore Mineral Concern, and Messrs. Hopkin & Williams (Trav) Ltd., Chavara.

[No. LR.2(67)-I/54.]

P. S. EASWARAN, Under Secy.

New Delhi, the 31st July 1954

S.R.O. 2589.—In exercise of the powers conferred by section 6 of the Minimum Wages Act, 1948 (XI of 1948), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Labour. No. S.R.O. 2087, dated the 21st June, 1954, namely:—

In the said notification, under the heading “(2) Representatives of employers”, for entry 2, the following entry shall be substituted, namely:—

“2. Shri G. Sen, Under Secretary to the Government of India, Ministry of Defence, New Delhi.”

[No. LWI.2(25)/54.]

A. P. VEERA RAGHAVAN, Under Secy.

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 3rd August 1954

S.R.O. 2590.—In exercise of the powers conferred by section 47 of the Indian Railways Act, 1890 (IX of 1890) and by the Notification of the Government of India in the late Department of Commerce and Industry, No. 801, dated the 24th March, 1905, the Railway Board hereby make, for application to Central Railway, the following additions to the General Rules for all open lines of railways in India administered by the Government, published with the Notification of the Government of India in the Railway Department (Railway Board), No. 1078-T., dated the 9th March, 1929, namely:—

In Part I of the said rules—

(1) After Rule 2, the following Note shall be added namely:—

“NOTE.—Stations equipped with manually operated multiple aspect signals, in accordance with Rule 10-A will be classified as ‘Special’.”

(2) After Rule 10, the following rule shall be inserted namely:—



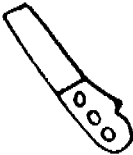



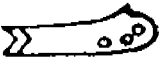


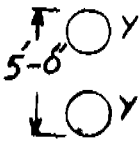


10A. *Multiple Aspect Signals.*—(a) The use of manually operated multiple-aspect signals is authorised. Multiple-aspect signals shall consist of Distant, Stop and Subsidiary signals.

(b) (i) A multiple-aspect Distant signal is a multiple-aspect signal which does not display a ‘Danger’ aspect.

(ii) A multiple-aspect semaphore Distant signal shall be identified by a fishtailed arm. The front of the arm shall be painted yellow with a fishtailed black bar and the back of the arm white with a fishtailed black bar.

(c) The aspects and indications of multiple-aspect signals are as shown below:—





Aspects and Indications of Multiple-aspect signals

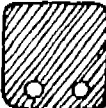

Name of Aspect	ASPECT	Indications
Semaphore by day.		Semaphore by night or Colour Light
<i>Stop Signals.</i>		
Danger.		 Stop Dead.
Caution.		 Caution, proceed and be prepared to stop at next Stop Signal.
Clear.		 Proceed.
<i>Distant Signals.</i>		
Caution.		 Caution, proceed and be prepared to stop at next Stop Signal.
Attention.		 Attention, proceed and pass next signal at not exceeding restricted speed, prescribed by special instructions.
Clear.		 Proceed.

R=Red.
Y=Yellow
G=Green

Aspects and Indications of Subsidiary Signals.

ASPECT

Name of Aspect	Semaphore or Disc by day	Semaphore or Disc by night or Colour Light Signal	Indication
		Miniture Semaphore, Disc or Colour Light Signal.	Stop.
Danger			
Slow.			Shunt. Proceed at not exceeding slow speed and be prepared to stop short of any obstruction.
		R=Red band on white Background or Miniture Semaphore arm. R=Red Y=Yellow	

Name of Aspect	Position Light Signal by day or by night	Indication
Danger.	 W	Stop.
Slow.	 W	Shunt. Proceed at not exceeding slow speed and be prepared to stop short of any obstruction.

W—WHITE

The subsidiary signals illustrated above may be used in combination with the stop signals previously shown. In such case, the light in the danger aspect of the Subsidiary Signal may be omitted.

(2) After Rule 29, the following rule shall be inserted, namely:—

"29-A. The minimum equipment of signals at a station provided with manually operated multiple-aspect signals shall be:—

- (i) a distant signal,
- (ii) a home signal and
- (iii) a starter signal.
- (iv) At stations not provided with Advanced starters or Shunting Limit Boards, a Block Clearance Post Marker located not less than 600 ft. in advance of the home.

(4) Add the following Note after Rule 38(b):—

Exception.—At stations equipped with manually operated Multiple aspect signals in accordance with Rule 29(A), the adequate distance referred to in sub-rule (a) shall never be less than four hundred feet without the sanction of the Government Inspector.

(5) After Rule 40, the following rule shall be inserted, namely:—

“40-A. The ‘distant’ signal of a station equipped with manually operated Multiple aspect signals in accordance with Rule 29(A) shall display the proceed aspect for a train to be received on a line, over which the speed is not restricted such as the main line and the attention aspect for a train to be received on a loop, where the speed over turnouts has to be restricted.”

(6) Add the following note after Rule 237 (3):—

Exception.—At stations equipped with manually operated Multiple aspect signals in accordance with Rule 29(A), the distance referred to in sub-rule (a), (b) and (c) shall not be less than six hundred feet, unless otherwise directed by approved special instructions.

(7) After Rule 254, the following rule shall be inserted, namely:—

“254-A. At stations equipped with manually operated multiple aspect signals in accordance with Rule 29-A the following conditions under which permission to approach may be given, shall apply:—

The line shall not be considered clear and permission to approach shall not be given unless:—

- (a) the whole of the last preceding train has passed within the home signal and has arrived at the place at which trains usually come to a stand;
- (b) the distant and home signals have been put to ‘ON’; and
- (c) the line is clear to the advanced starter signal, or the shunting limit Board whichever is provided at that end of the station nearest the expected train.”

[No. 406-TG/Misc.]

RANJIT SINGH,

Director, Traffic (Transportation).

